AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 31, 2023, 10:30 AM

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

   Father Fred Boni, St. Catherine of Siena Catholic Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   January 17, 2023 Special and Regular Meetings
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Stephen Breland for a waiver of the Noise Ordinance at 951 Westbury Drive on March 4, 2023, from 3:00 p.m. - 10:00 p.m. (District 6).

    Request of Ultimate Audio Fabrication, LLC for a waiver of the Noise Ordinance at 3404 Moffett Road on February 3, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

    Request of Bettye Brown for a waiver of the Noise Ordinance at 2607 Berkley Avenue on February 19, 2023, from 12:00 p.m. - 9:00 p.m. (District 1).

    Request of The Insider Food Hall for a waiver of the Noise Ordinance at 518 Dauphin Street on February 19, 2023, from 2:30 p.m. - 10:00 p.m. (District 2).

    Request of Susan Nelson Pickard for a waiver of the Noise Ordinance at Cooper Riverside Park on April 22, 2023, from 8:00 a.m. - 11:00 a.m. (District

2).

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

11. PUBLIC HEARINGS

Public hearing to declare the structure at 1056 Etta Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1408 Linwood Drive a public nuisance and order it demolished (District 3).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Harry Teaford - Qualitative growth versus quantitative economic community growth.

Valenia Green - Request help for homeless women and housing issues.

Sabrina Mass - Annexation and recent suspension of Mobile Fire Rescue Dept. Captain.

Jane Bartlett Nenstiel - Provide updates on the Mobile City-County Youth Council's recent workshop held at GulfQuest.

Reggie Hill - Mobile Civic Center, annexation and public safety.

13. ORDINANCES HELD OVER

64-004 rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street from R-1 and B-2 to B-2 (sponsored by Councilmember Small).

64-005 Rezone property located at 6712 Old Dobbin Drive North from R-1, R-2 and B-1 to R-1 (sponsored by Councilmember Jones)

14. CONSENT RESOLUTIONS HELD OVER

40-1037 Declare the structure at 2010 Tucker Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1065 Declare the structure at 59 Alexander Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1066 Declare the structure at 1160 Congress Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

15. RESOLUTIONS HELD OVER

08-083 Approve purchase order to Vulcan Construction Materials, LP for 1300 tons of limestone (Public Services Dept.); $58,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-084 Approve purchase order to Autonation Ford Mobile for 4 Ford F250 Utility Body Trucks (Facilities Maintenance); $238,314.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-085 Approve purchase order to Stivers Ford Lincoln, Inc. for 2023 Ford Expedition (Animal Services); $51,657.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-086 Approve purchase order to ProtecVideo, LLC for annual renewal of Eagle Eye Camera software/support and ALPR Camera licenses (MPD Cyber Division); $262,168.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-087 Approve purchase orders for fuel for various City locations (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-088 Approve purchase order to Mitylite, Inc. for dance floor kits for Convention Center; $207,806.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-089 Approve purchase order to Mitylite, Inc. for 1,000 chairs for Convention Center; $127,880.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-090 Approve purchase order to K&K Systems, Inc. for solar-power radar-feedback speed limit signs; $18,217.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-091 Approve purchase order to T S Wall & Sons, Inc. for flooring for fire training center; $21,687.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-093 Authorize contract with Goodwyn Mills Cawood, Inc. for the design and construction administration of a Public Safety Training Center; $997,206.53 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-094 Authorize contract with Tindle Construction, LLC for lineset repairs at the Saenger Theater; $49,975.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

16. ORDINANCES BEING INTRODUCED

88-006 Ordinance approving a Land Exchange and authorizing the execution of a Land Exchange agreement between the Board of School Commissioners of

Mobile County and the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CONSENT RESOLUTIONS BEING INTRODUCED

03-096 Re-appoint Sandra Wiley to the Mobile Library Board (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

03-097 Re-appoint John Pritchett to the Mobile Civic Center Advisory Board (sponsored by Councilmember Jones) (submitted by Lisa C. Lambert, City Clerk).

40-098 Declare the structure at 1056 Etta Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-099 Declare the structure at 1408 Linwood Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

58-100 Assess costs for removal of weeds, Weed Lien Group 1631.

60-101 Approve award of special bonus to the Administrative Services Employee of the Month; Young (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Admin. Services Dept.).

60-102 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-103 Determine an appropriation to Big Brother Big Sisters of South Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-104 Determine an appropriation to Regency Park Homeowners' Association serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-105 Determine an appropriation to Providence Foundation Festival of Flowers serves a public purpose and approve payment (sponsored by Councilmembers Small and Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

46-126 Correct the spelling of Winbush Street (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

37-127 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor, Class I License to The Friendship House Corporation; 57 N. Broad Street (sponsored by Councilmember Carroll).

03-128 Concur in the re-appointment of Michael Holland and appoint Patrick Murphy to the Infirmary Special Care Facilities Financing Authority of Mobile

board (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

60-129 Determine an appropriation to U. J. Robinson Memorial Center, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Penn, Carroll, and Small).

18. RESOLUTIONS BEING INTRODUCED

01-106 Authorize a project agreement between the City and Adams Street Property, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-107 Approve item based bid for printing of Parks & Rec. Dept. Quarterly Event Books (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-108 Approve item based bid for Approval for printing of banners, posters, and postcards for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-109 Approve purchase order to Gametime for surface repair materials and services for Henry Aaron Park; $15,460.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-110 Approve purchase order to Gametime for surface repair materials and services for Doyle Park; $28,924.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-111 Approve purchase order to Gametime for surface repair materials and services for Medal of Honor Park; $28,359.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-112 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-113 Approve purchase order to Graybar Electric Co., Inc. for parking lot light fixtures and supplies at Medal of Honor Park; $16,378.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-114 Approve purchase order to Harrells, LLC for fertilizer for Azalea City Golf Course; $15,058.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-115 Approve purchase order to World Class Athletic Surfaces, Inc. for tennis court paint and repair materials; $34,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-116 Approve purchase order to Stivers Ford Lincoln, Inc. for 16 crew cab pickup trucks for Motor Pool; $651,738.00 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Dept.).

21-117 Authorize contract with Mott MacDonald Architects, Inc. for phase one-engineering & design at the Africatown Welcome Center; $399,974.50 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-118 Authorize contract with Barter & Associates, Inc. for structural wall replacement design at Sullivan and Langan Parks; $46,650.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-119 Authorize contract with Evan Terry Associates, LLC for design services of new parking facility at the Mobile Civic Center; $850,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-120 Authorize a grant application to the Department of Homeland Security, Federal Emergency Management Agency, in the amount of $1,421,630.00 for the FY22 Assistance to Firefighters Grant Program (10% match requirement) (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

31-121 Authorize a grant application to the Alabama Historical Commission for the FY23 Certified Local Government Grant Program; $13,600.80 (60:40 match requirement) (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

60-122 Adopt the Community & Housing Development CDBG, HOME, and ESG 2023-24 Action Plan (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

60-123 Adopt an additional public service provider to the CDBG 2023-24 Action Plan-Boys and Girls Club (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

60-124 Authorize Settlement Agreement and Release of Claims; Wood (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-130 Approve purchase order for a rear-mount aerial quint fire truck; $1,422,024.00 (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

19. CALL FOR PUBLIC HEARINGS

41-125 Call for public hearing to rezone property located at 1459 Montlimar Court from B-2 and B-3 to B-3 (scheduled for March 7, 2023) (District 5).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/6/2023 - 10:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 9:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

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

ATTACHMENTS:

Description	Type	Upload Date
Breland	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:54 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: __Stephen Breland_____

PLEASE PRINT ALL INFORMATION

Home Phone Number: ___NA_____ Cell Number:

__251-751-3577_____

Organization (if applicable) __Regency HOA_____

Mailing Address of Applicant__5770 Chester Court_____

Telephone No. _251-751-3577____E-mail address__Stephen.breland@me.com_____

Location or address of event where amplification will be used: ___951 Westbury

Dr_____

Date of Event: __3/4/23_____Starting Time: ___3pm___ Ending Time_10pm__

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

Type of Event:___Neighborhood Camping event_____

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ultimate Audio	Cover Memo	12/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2022 - 1:26 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: EMILY NARON
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

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

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

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

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

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

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

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

Music containing obscene language or profanity is prohibited

CITY CLERK DEPARTMENT 2022 DEC 28 AM 9:14

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:48 AM

CITY CLERK DEPARTMENT

2023 JAN 20 PM 12:02

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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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: MRS. Bettye BROWN
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: (251) 442-7460

Organization (if applicable) _____

Mailing Address of Applicant 2607 BERKLEY AVE 36617

Telephone No. (251) 442-7460 E-mail address —

Location or address of event where amplification will be used:
533 Helveston Street 36617

Date of Event: Feb 19, 2023 Starting Time: 1200 Ending Time 9:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: LAWN PARTY

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

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
The Insider	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:50 AM

CITY CLERK DEPARTMENT
2023 JAN 25 AM 11:47

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: The Insider Food Hall
PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 251.379.4441

Organization (if applicable) _____

Mailing Address of Applicant 518 Dauphin Street Mobile, AL 36608

Telephone No. 251.379.4441 E-mail address luke@jakepeavy.com

Location or address of event where amplification will be used:

4 N. Cedar Street Mobile, AL 36608

Date of Event: 02/19/2023 Starting Time: 2:30pm Ending Time 10:00pm

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

Type of Event: Joe Cain Family Friendly Social

Do you plan to sell alcohol at this event? X 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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pickard	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:53 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: Susan Nelson Pickard, APR
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-554-7068 Cell Number: 251-802-5555

Organization (if applicable) _____

Mailing Address of Applicant PO Box 161522 Mobile, AL 36616

Telephone No. 251-533-2770 E-mail address wmnamiwalks@gmail.com

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

Date of Event: 4-22-23 Starting Time: 8am Ending Time 11 am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Fundraising Walk for NAMI Mobile

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 JAN 25 AM 8:51

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jones	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:56 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Shane Jones
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 251-895-9741

Organization (if applicable) Oak Park Church

Mailing Address of Applicant 3321 Sollie Rd

Telephone No. 251-633-6110 E-mail address sjones@opcmobile.org

Location or address of event where amplification will be used:

College Hill Park

Date of Event: 4-8-23 Starting Time: 8:00 Ending Time 8:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Easter @ The Park

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 JAN 25 PM 3:43

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 2:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 2:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Teaford	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:58 AM

Gauthier, Lana

From: Carroll Lambert, Lisa
Sent: Monday, January 23, 2023 9:59 AM
To: Harry Teaford
Cc: Gauthier, Lana
Subject: FW: Presentation to Mobile City Council
Attachments: Qualitative Growth Versus Quantitative Economic Community Growth.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Teaford,
The next City Council meeting will be January 31, please confirm.

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax

From: Harry Teaford <harry@a1a.productions>
Sent: Sunday, January 22, 2023 8:46 AM
To: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>
Cc: Fell, Tommy <tommy.fell@cityofmobile.org>; Stimpson, Sandy <mayorstimpson@cityofmobile.org>
Subject: Presentation to Mobile City Council

CAUTION: External Email

Ms. Lambert,

Please place me once again on your approved speaker's list for the next available opportunity to address the Council.

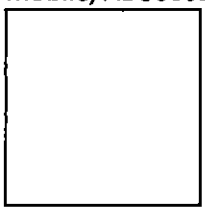
I have reviewed again the public speaker policies and agree to abide as specified.

Also, I have obtained a local license as a Media entity and would like permission to video/live stream my presentation.

Please see the attached a draft of my content, and thank you in advance for your kind assistance,

Warmest 'tropical' regards,

Harry Teaford
305-587-1244
PHollow The PHlock Passes
A1A Merchandise Mart
2023 Phollow The PHlock Media Kit
Radio A1A
7 N. Bayou Street
Mobile, AL 36602



Qualitative Growth Versus Quantitative Economic Community Growth

Harry Teaford
Owner, A1A
7 N. Bayou Street Mobile, Alabama 36602
1974-75 Student Government President
1999 Alumni Award for Business
University of Mobile

Mr./Madam Chairperson, Members of the Council, Mr. Mayor and Citizens present interested in Quality vs Quantity Driven Community Growth, I sincerely thank you for the privilege of this public forum to address you and the community and by way of our amazing local media.

It is good to be here with you again since December last year and as re-introduction, I'm Harry Teaford, aka Radio/Media personality Harry Tea, Billy Ray Flynn and Coin DeBone'. I'm just relocating myself and my business back to Alabama from the Florida Keys and into a beautiful spot just off Dauphin Street across from the Convent of Mercy Condominiums.

My 1975 Mobile College Thesis has been continually tested by me in the two unique areas I've lived in over the last 40 years. Mobile/Baldwin Co., AL and the Florida Keys/Monroe Co., FL.

In the Florida Keys I began a public effort to place a US 1 FL SunPass toll booth to fund the community economy to guarantee all the community quality money can buy. The Florida Keys are a destination, one way in and one way out. Right? Wrong? I was just testing the hypothesis. The Toll Booth issue is discussed and my hypothesis tested annually in every Keys municipality.

Now I'm dropped into 2023 Mobile, Alabama, and I'm responsible for bringing one of the most peaceful easy Parrothead events to the area in years that is now jeopardized by publicity normally reserved for Detroit, Chicago, or LA. As per my thesis, I attribute the current unpleasantries to the direct result of out-of-control Quantitative economic growth driven by years of Political deals, greed, pay-offs and poor planning. Has anything changed since I left long ago?

Mobile is a beautiful old city and has come a long hard way. Mobile is on the verge of greatness, where all strive to live and prosper equally regardless of the City's poor history of getting along with one another and graft.

The solution; one goal, set in stone, with one purpose. Or, as Star Trekkies put it; one 'prime directive' towards the most Qualitative Community Economic Growth money can buy.

Of course, there are many specific indications of a comparable 'Quality Community' to study or to emulate. But, the initial and most important step to that solution is; Mobile will need to define a unique vision of a Quality Community Economic Environment. Then my fellow Mobilians, goals must be defined, plans initiated and results monitored for a changing community.

Parrot heads are coming, Tracy from Visit Mobile has given direction and I'm at your service.

Thank you, Harry Teaford January-23, 2023
Text Questions to: 305-587-1244
Thesis 'Interrogatives for Communities', 1975 reprinted/reprised Virginia Military Institute 1976

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Green	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 11:59 AM

CITY CLERK DEPARTMENT
2023 JAN 24 PM 12:51

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Valenia Green Date: 1/24/23

Address: 900 Dauphin Apt 419 36606

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

Date to Address City Council: 1/31/23

Subject (must be completed): Wants help for the homeless women and housing issue.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mass	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 12:02 PM

CITY CLERK DEPARTMENT
2023 JAN 24 PM 12:51

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Sabrina Mass Date: 1/24/23

Address: 1050 Belvedere Cir W 36606

Phone: 6056·4049 Email texat750@gmail.com

Date to Address City Council: 1/31/23

Subject (must be completed): Annexation and about the Captain at the fire Station in D3 getting Suspended.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Nenstiel	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 12:04 PM

CITY CLERK DEPARTMENT
2023 JAN 25 AM 11:47

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Jane Bartlett Nenstiel Date: Jan. 31, 2023

Address: 3000 Television Avenue, Mobile, AL, 36606

Phone: 251-478-7855 Email: jbpappas@drugeducation.org

Date to Address City Council: Jan. 31st, 2023

Subject (must complete): The Mobile City-County Youth Council would like to update the Council about their recent Teen Workshop held at the Gulfquest Maritime Museum on Jan. 19th.

Specific Questions:

Signature: Jane Bartlett Nenstiel

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 12:09 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, January 26, 2023 11:15 AM
To: Gauthier, Lana
Subject: 1/31 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good day, great person! I hope my email finds you well. This is a formal request to be added to the upcoming Agenda (1/31).

Knowing that we only have 180 (guaranteed) seconds to address matters that involve decades long negotiations, the standard of living for most Residents, and millions of taxpayer dollars--I (as stated earlier this week) shall continue my comments regarding my 1/24/23 presentation/petition.

Because of the magnitude of these matters, I intend to take at least 2 more weeks to address these concerns.

Thank you for your attention to this matter, and your unwavering commitment to the Citizens of Mobile, AL. The City Clerk's Office is greatly appreciated.

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 12:07 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane,
and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane,
extending to the Northwest corner of Dauphin Island Parkway and Faye Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, zand 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street) from R-1, Single-Family Residential District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF

DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 6th day of January, 2023 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

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

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

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

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON

ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Duplantis Design Group, PC
1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street)
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 21, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Duplantis Design Group, PC** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Evan Geerts
Duplantis Design Group
3703 Old Shell Road
Mobile, Alabama 36608

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Subdivision application.

The Commission recommends this application Approval for the following reason:

1) **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

The rezoning should be subject to the following condition:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $379.75. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

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

ZON-002132-2022

Application Submission
Contact Information

Name of Project DIP I-10

Address 1701 Dauphin Island Parkway

Owner DIP I-10

Address 3201 Dauphin Street Suite A Zip Code 36606

Phone _____ Fax _____ Email _____

Authorized Agent Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

DDG

BROAD VISION. EXPERT FOCUS.

July 18th, 2022 (Revised 8/2/22)

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605. As requested by planning, this letter has been revised to correct the requested zoning to B-3, consistent with the submitted application and the adjacent parcels.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

BROAD VISION. EXPERT FOCUS.

July 18th, 2022

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-3 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

Affidavit of Ownership and Authorization

We, the undersigned owners of the property described below hereby:

1. Request resubdivision for the subject property.
2. Request rezoning of a portion of the subject property.
3. Grant permission, if required, to the City of Mobile or its agent(s) to erect a sign on said property for the purposes of public notice associated with the requested action(s).
4. Authorize the applicant(s) listed below to act on our behalf in the subject application with the City of Mobile and the boards, commission, committees, or other public bodies thereof, and other Authorities Having Jurisdiction associated with the action requested.
5. Acknowledge that we have read and understood the requirements and procedures for such application and the laws, codes, and regulations pertaining thereto.

Petitioned Property

Address: 1710 Dauphin Island Parkway, Mobile, AL 36605

Section: 34 Township: 05S Range: 01W

Parcel Number(s): Multiple, see below

Owner(s) of Petitioned Property

Parcel ID, Lot #:	3204340003127001, 3204340003127XXX, 3204340003128XXX, 3204340003135XXX, 3204340003134XXX, 3204340003133XXX, 3204340003129XXX
Parcel Owner:	DIP 1-10, LLC
Mailing Address:	3201 Dauphin Street Suite A
City, State & Zip:	MOBILE, AL 36606
Email:	
Phone:	
Signature:	
Printed Name:	John White-Spunner
Date:	
Title:	

Authorized Applicant

Name: Duplantis Design Group, PC c/o Evan M. Geerts or Designee

Company: Duplantis Design Group, PC

RESUBDIVISION OF
LOTS 6, 7, 10 & 11 AND PARCELS A & B
BLOCK 2 OF HAKANSON SUBDIVISION
INTO
PARCEL 1

SECTION 34, TOWNSHIP 5 SOUTH - RANGE 1 WEST,
MOBILE COUNTY, ALABAMA

NOTES:
GRID NORTH, ALABAMA STATE PLANE WEST ZONE,
NAD 83 (2) (DERIVED FROM GPS OPUS SOLUTION.

ACCEPTANCE OF OWNER

HATTRON, LLC

BY: BLACKSHEAR WHITE-SPUNNER - MANAGER

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT BLACKSHEAR WHITE-SPUNNER, WHOSE NAME AS MANAGER OF HATTON,LLC, WHOSE 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 THE WITHIN INSTRUMENT HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE
DAY OF _____

_____
NOTARY PUBLIC

PLANNING COMMISSION

_____
PLANNING COMMISSION

TRAFFIC ENGINEER

_____
TRAFFIC ENGINEER

CITY ENGINEER

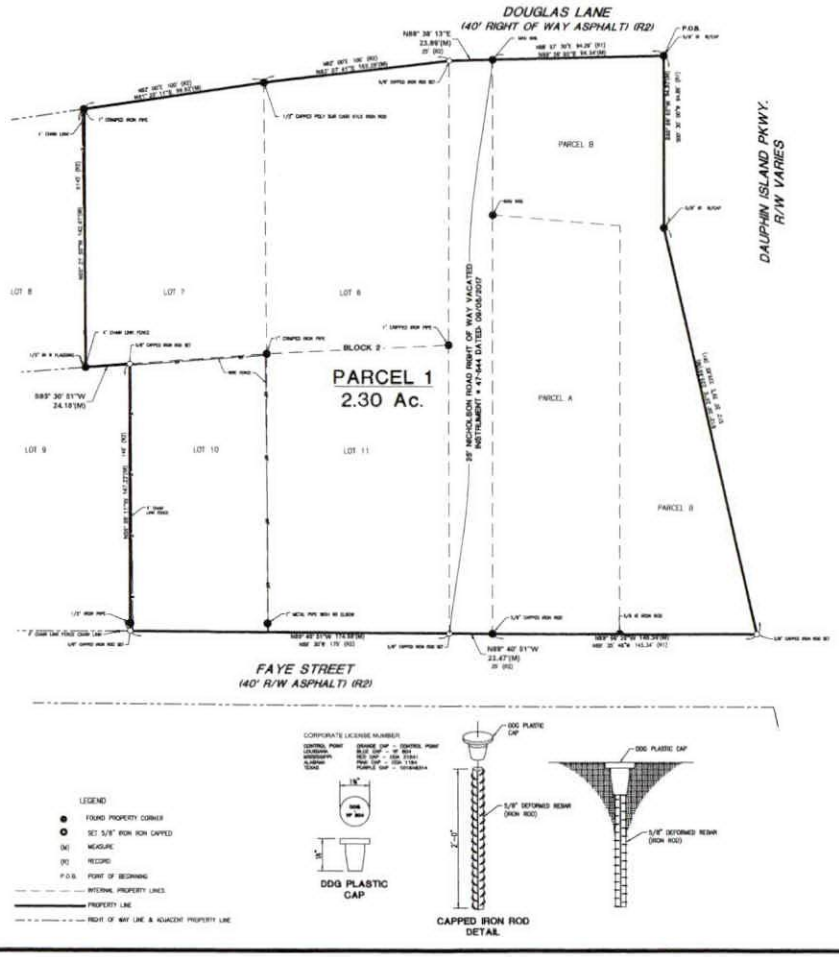
_____
CITY ENGINEER

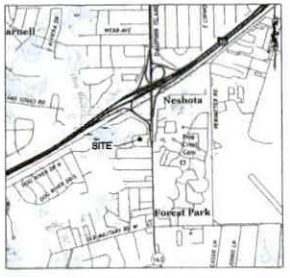
PARCEL 1 DESCRIPTION:

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10 & 11 AND PARCELS A & B, BLOCK 2, OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY OF DOUGLAS LANE AND ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°58'30"W A DISTANCE OF 94.83 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°36'28"E A DISTANCE OF 229.66 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°58'28"W A DISTANCE OF 145.34 FEET TO A 5/8" CAPPED IRON ROD; THENCE ALONG SAI NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'31"W A DISTANCE OF 23.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N89°40'31"W A DISTANCE OF 174.08 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S89°30'51"W A DISTANCE OF 24.18 FEET TO A 1/2" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'36"W A DISTANCE OF 140.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N89°26'11"E A DISTANCE OF 89.82 FEET TO A 1/2" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 152.28 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°26'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°26'33"E A DISTANCE OF 94.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.30 ACRES MORE OR LESS AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED JUNE 30, 2022, PROJECT NO. 21-892, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.





VICINITY MAP

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01080C0064L, DATED 06/05/2020, AND IS SHOWN TO BE IN FLOOD ZONE "X-SHADED".
2. NO STRUCTURE SHALL BE LOCATED IN ANY EASEMENTS UNLESS APPROVED BY THE EASEMENT HOLDER.
3. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL, THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN 19 AND THE RULES FOR EROSION AND SEDIMENTS ION CONTROL AND STORM WATER RUNOFF CONTROL.
4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF A NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
6. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (ACT 629 OF THE 1984 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1981, P. 1467), AS AMENDED, AND THE CITY CODE CHAPTERS 57 AND 65). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED RESIDENTIAL SITES IN HISTORIC DISTRICTS AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.
9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
10. BEARING AND DISTANCES ON THE PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83-WEST ZONE)
CONVERGENCE ANGLE= -00° 17' 59.94"
SCALE FACTOR= 0.99997648
CLASS "B" SURVEY

REFERENCES

1) ALTA/ACSM LAND TITLE SURVEY OF PROPERTY AT 1710 NICHOLSON ROAD, BY MCCRORY WILLIAMS, INC.
2) HAKANSON SUBDIVISION PLAT RECORDED IN MAP BOOK 4, PAGES 55-56.
3) RESOLUTION ASSENTING TO VACATION OF A PORTION OF THE RIGHT OF WAY OF NICHOLSON ROAD BY DP 1-10, LLC. INSTRUMENT # 47-544, DATED 08/03/2017.

UTILITY LOCATIONS

UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE UTILITY FEATURES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

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

PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

DATE OF PLAT: 06/30/2022

SHAWN P. MACMEDMARN, PLS
AL REG. 36176-S
SMACMEDMARN@DDGPC.COM

SCALE IN FEET
30' 15' 0 30' 60' 90'

REVISION	BY

DUPLANTIS DESIGN GROUP, PC
SURVEY
16564 Brewster Road, Suite 101
Covington, LA 70433
Phone: 985.249.6180 \\ Fax: 985.249.6190
1308 Camellia Blvd, Suite 200
Lafayette, LA 70508
www.DDGPC.com

DDG
DUPLANTIS DESIGN GROUP

RESUBDIVISION
MOBILE, ALABAMA
MOBILE COUNTY

FOR:
WHITE-SPUNNER INVESTMENTS

DRAWN	SJO
CHECKED	SPM
PROJECT NO.	21-892
FILE	21-892_S_06272022
SHEET	1 – 1

S:\21-000\21-892 DWG file: 21-892_S_06272022.dwg

KEVIN J & HEATHER M WICHMANN
2054 FAYE ST
MOBILE, AL 36605

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO, MS 39367

CLARK OIL COMPANY INC
721 STATION ST
WAYNESBORO, MS 39367

FULL GOSPEL NATIVE
PO BOX 7598
PRYOR, OK 74362-0890

S E CEMETERIES OF ALABAMA INC
PO BOX 5347
MOBILE, AL 36605

S E CEMETERIES OF ALABAMA INC
PO BOX 5348
MOBILE, AL 36605

SEAFARERS BUILDING CORP
1640 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

ABSOLUTE MGT, LLC
PO BOX 50344
MOBILE, AL 36605-0344

FULTON ROAD BAPTIST CHURCH
1800 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

TIMOTHY & GLORIA JENKINS
2004 MAGNOLIA LN
MOBILE, AL 36605-3011

CLYDE JENKINS OR WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

ROSEMARY G FLOWERS
2054 MAGNOLIA LN
MOBILE, AL 36605-3011

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON & BELINDA MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

JONATHAN MICHAEL BOONE
954 LOUISE AVE
MOBILE, AL 36609-5115

CLYDE D JENKINS JR
2004 MAGNOLIA LN
MOBILE, AL 36605

CITY OF MOBILE
P O BOX 1826
MOBILE, AL 36633

C/O CITY OF MOBILE LEGAL DEPT
P O BOX 1827
MOBILE, AL 36633

WH CAPITAL LLC
P O BOX 6450
NORCROSS, GA 30091

A & Z MANAGEMENT SERVICES INC, C/O
DIP I-10 LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

WILSON & BELINDA J MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

MICHAEL WATTS
1211 GORGAS ST
MOBILE, AL 36605

KKJ HOLDINGS LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: August 18, 2022

APPLICANT NAME Duplantis Design Group, PC

SUBDIVISION NAME Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

LOCATION 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

CITY COUNCIL DISTRICT Council District 3

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

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 2.3± Acres

CONTEMPLATED USE Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street).

C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Provide a new Subdivision Title.
E. Change the new lot designation from "PARCEL 1" TO "LOT 1".
F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 33,000 sf.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

TRAFFIC ENGINEERING COMMENTS Dauphin Island Parkway (State Highway 163) is an ALDOT maintained roadway. Driveway number, size, location, and design to be approved by ALDOT (Dauphin Island Pkwy) and Traffic Engineering and conform to AASHTO standards. Any new

on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

TIME SCHEDULE FOR DEVELOPMENT None provided

REMARKS The applicant is requesting Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

The site has been given a Low Density Residential (LDR) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

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

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

The applicant proposes to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way. The lot size is depicted in acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in square feet and acres should be provided on the Final Plat.

The site has frontages along Dauphin Island Parkway, Faye Street, and Douglas Lane. Dauphin Island Parkway, a proposed major street on the Major Street Plan and an ALDOT maintained roadway, should have a minimum 100-foot right-of-way, and is indicated as having a right-of-way that varies. The plat should be revised to depict the minimum existing right-of-way width, and if less than 100-feet, dedication may be necessary to provide 50-feet from the centerline. Faye Street, is a minor street without curb and gutter, therefore it should have an associated right-of-way of 60-feet. The preliminary plat illustrates Faye Street as having an existing right-of-way of 40-foot, making dedications necessary to provide 30-feet from the centerline. Douglas Lane, is a minor street with curb and gutter adjacent to a portion of the site, therefore it should have an associated right-of-way of 50-feet and 60-feet. The preliminary plat illustrates Douglas Lane as having an existing right-of-way of 40-feet, making dedications necessary to provide 25-feet and 30-feet from the centerline. Nicholson Road is a right-of-way that bisects the site, was vacated in 2017, and is included as part of the subject property.

The preliminary plat does not illustrate the 25-foot minimum building setback line along any street frontage. If approved, the setback should be depicted on the Final Plat, along all frontages, adjusted for dedication.

In regards to access management, a note stating Traffic Engineering comments should be placed on the Final Plat, if approved.

The existing site is mostly undeveloped, with an existing dwelling and accessory structure located on a portion of the site. If approved, one or both of these structures should be demolished, with permits, so as to prevent multiple structures from being located on a single commercial site.

It should be noted that the portion of the site to the East of the vacated Nicholson Road had similar, previous one (1)-lot Subdivision and Rezoning applications before the Planning Commission at its March 3, 2016 meeting, however the applications were withdrawn.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, across Douglas Lane, by B-3, Community Business District; to the West, by B-2, Neighborhood Business District developed residentially; to the South, across Faye Street, by R-1, Single-Family Residential District; and to the East, across Dauphin Island Parkway, by B-3 and R-1 property.

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

> *DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.*
>
> *Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.*
> *There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.*
>
> *We appreciate the Planning Commission's and City's continued assistance with this important development effort.*

Section 64-9.A.2.b. of the Zoning Ordinance states that new B-2 districts should contain a minimum of two (2) acres, unless abutting an existing commercially or industrially zoned property.

As the proposed lot to be rezoned is 2.3± acres, and contains existing B-2 zoning, this site meets the recommendations for the creation of a new B-2 district. Furthermore, if approved without the rezoning as proposed, the Subdivision would result in a split-zoned lot.

As there is no specific development proposed for the lot at this time, no site plan depicting a proposed development was submitted with the application. It should be noted that if approved, the site will be required to be developed under full compliance with the Zoning Ordinance.

Finally, it should be noted that a sidewalk will be required to be constructed at the time of development along all street frontages, unless a sidewalk waiver is granted by the Planning Commission.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) either dedication to provide 50-feet from the centerline of Dauphin Island Parkway or revision of the plat to show sufficient right-of-way currently exists;
2) dedication to provide 30-feet from the centerline of Faye Street;
3) dedication to provide 25-feet from the centerline of Douglas Lane where it has curb and gutter;
4) dedication to provide 30-feet from the centerline of Douglas Lane where it does not have curb and gutter;
5) provision of the lot sizes in square feet and acres, adjusted for any dedication;
6) illustration of the 25-foot minimum building setback lines along all street frontages, adjusted for any dedication;
7) full compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street). C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Provide a new Subdivision Title. E. Change the new lot designation from "PARCEL 1" TO "LOT 1". F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 33,000 sf. H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*

8) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
9) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
10) compliance with the Fire Department comments: *All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

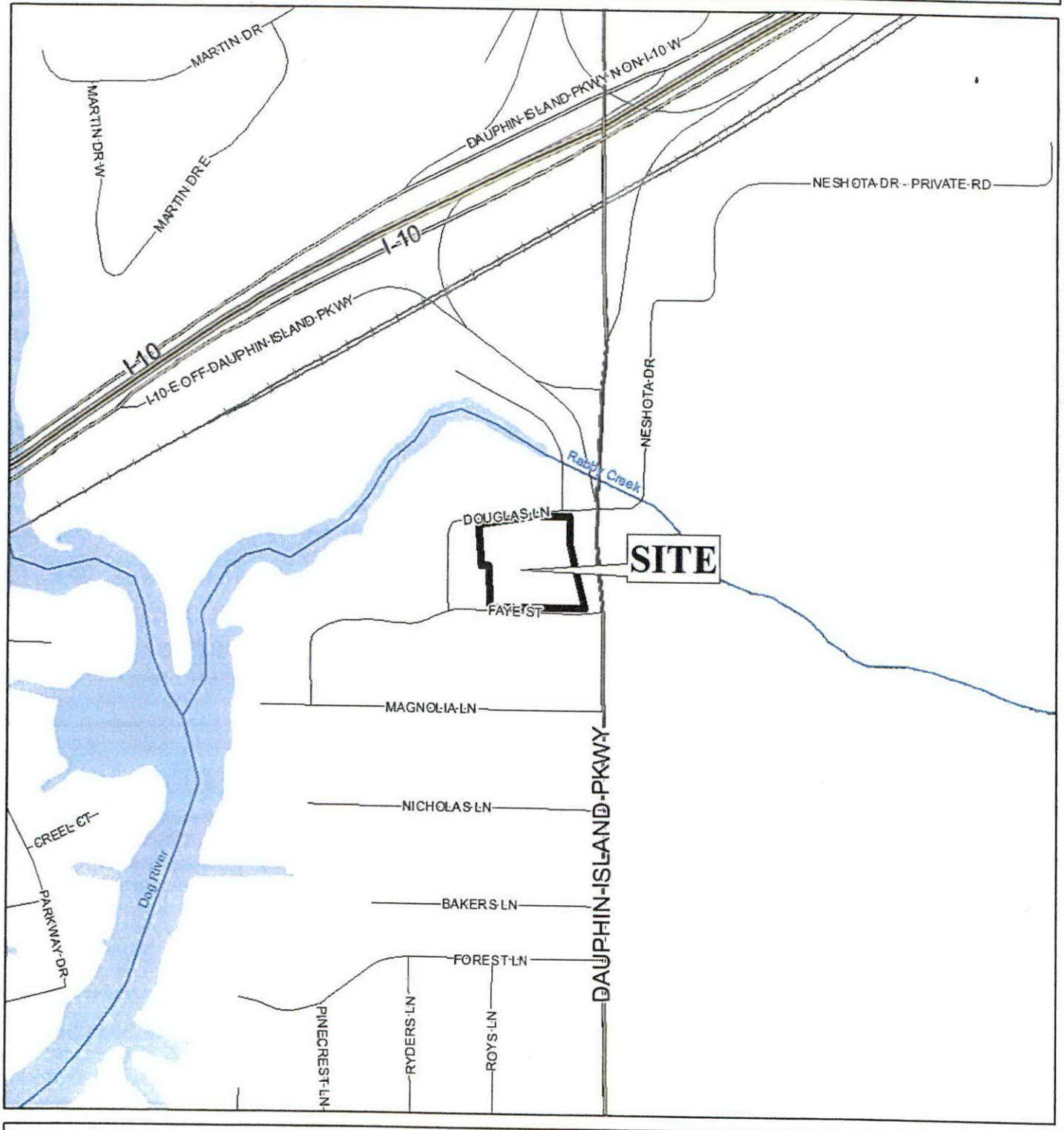
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following condition:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

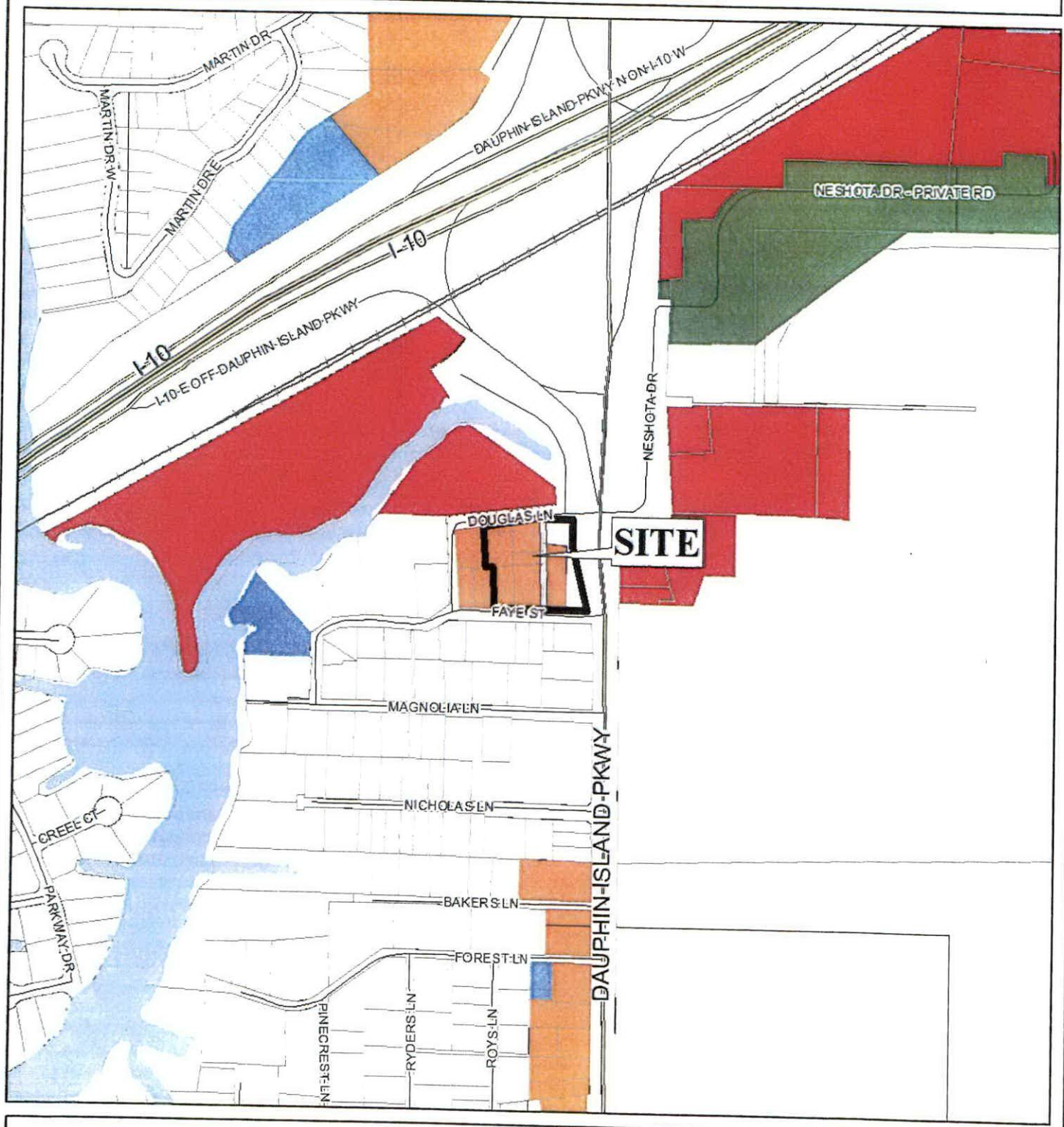
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE August 18, 2022

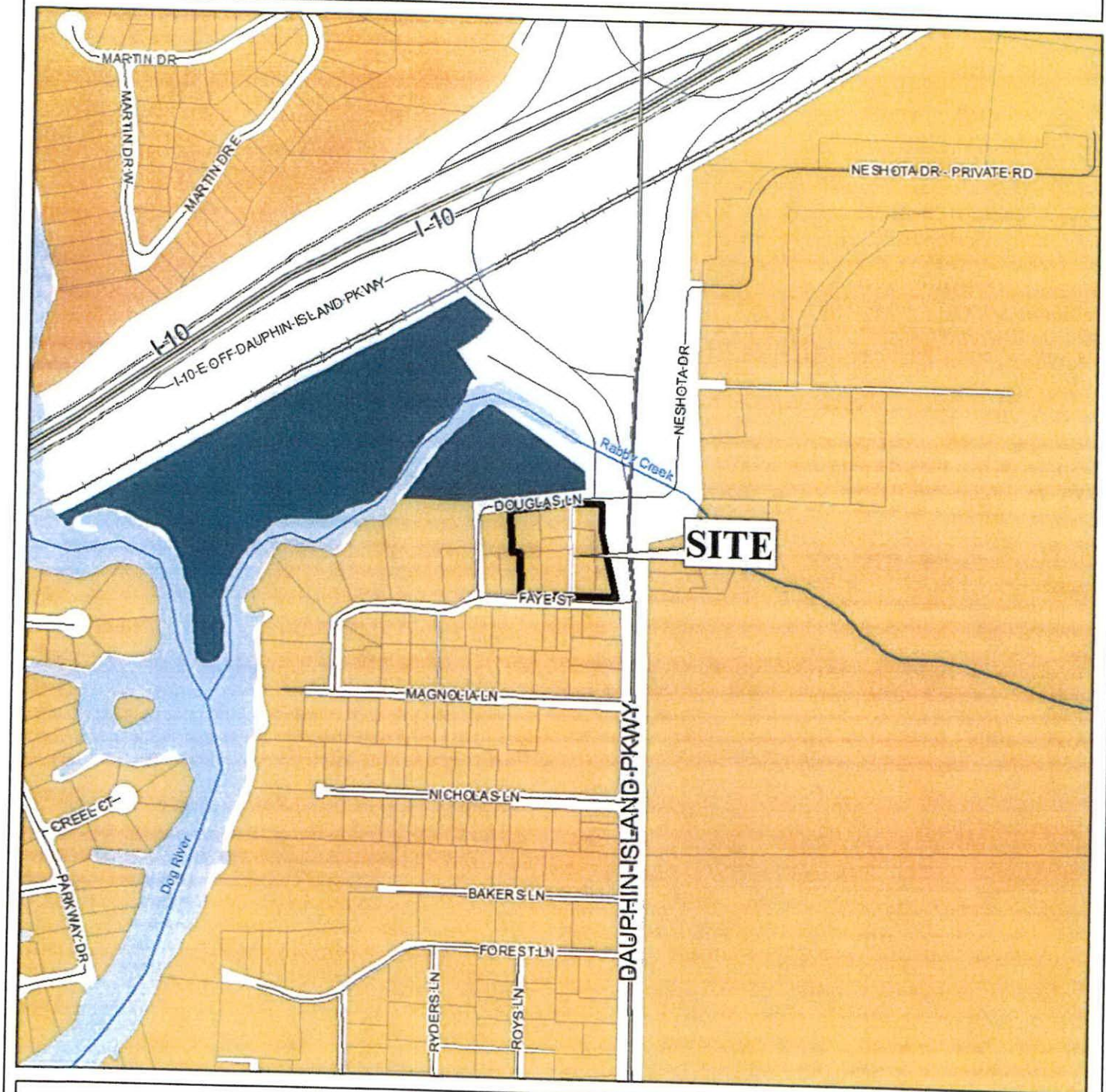
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

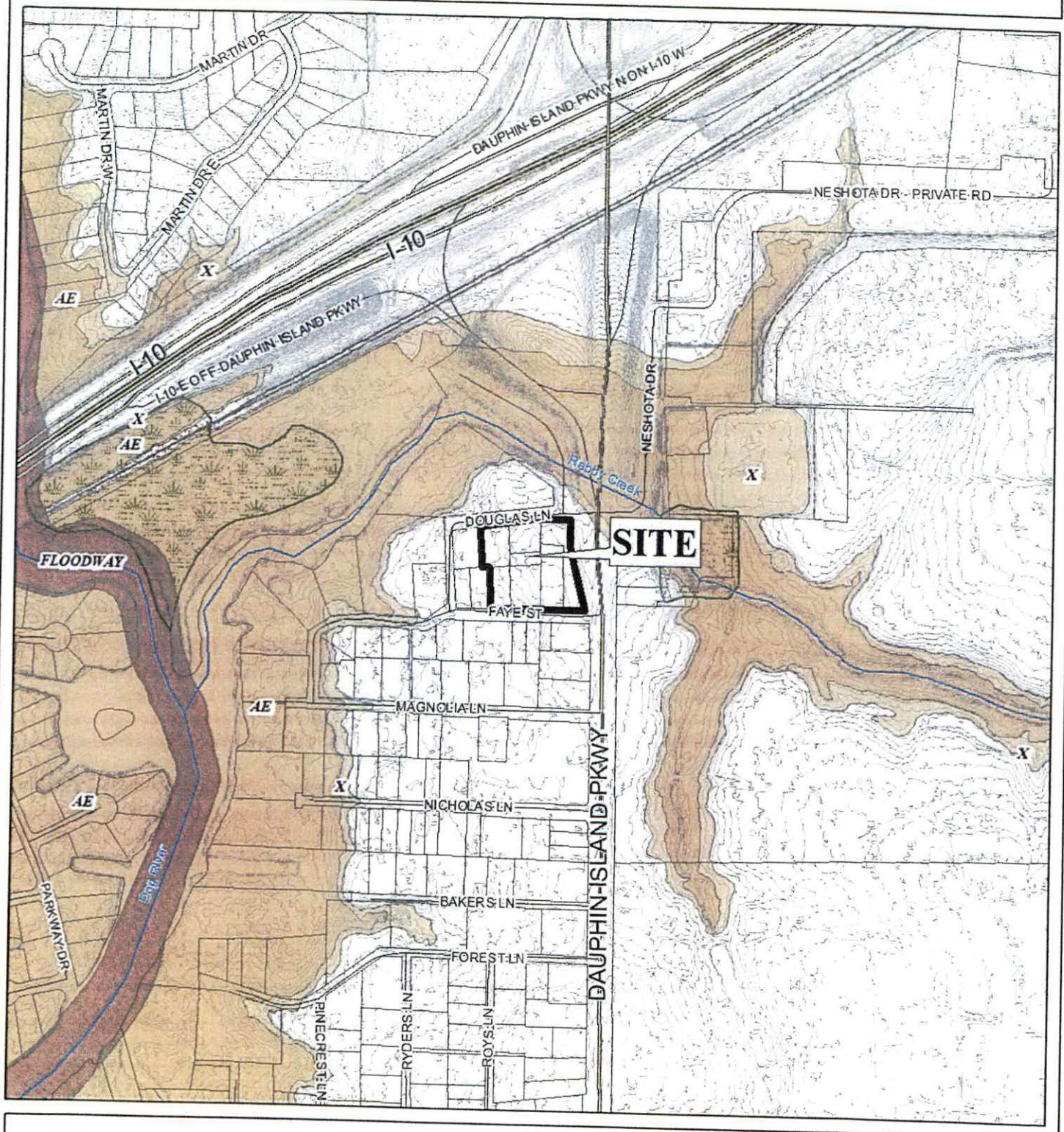
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

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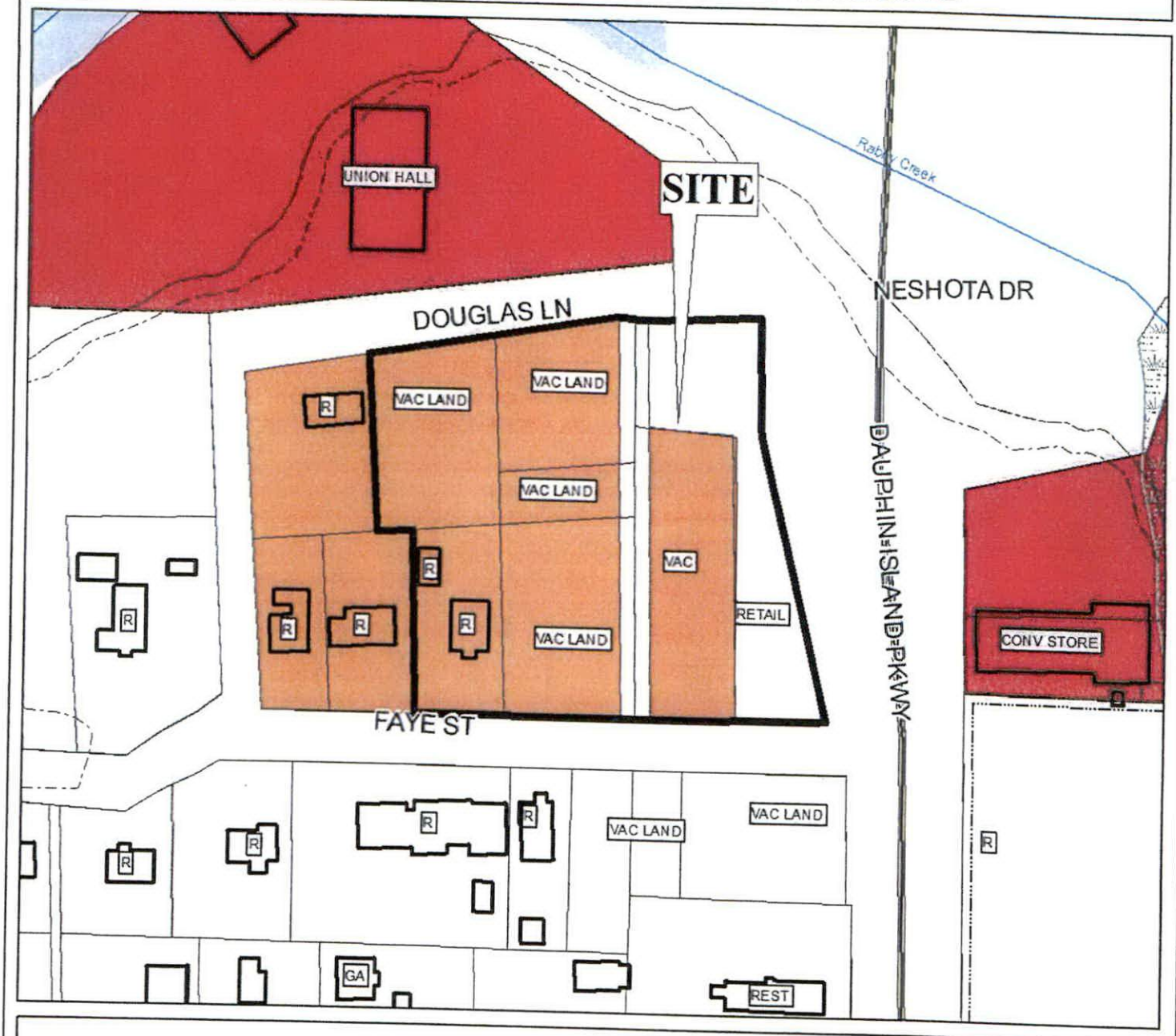
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

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

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

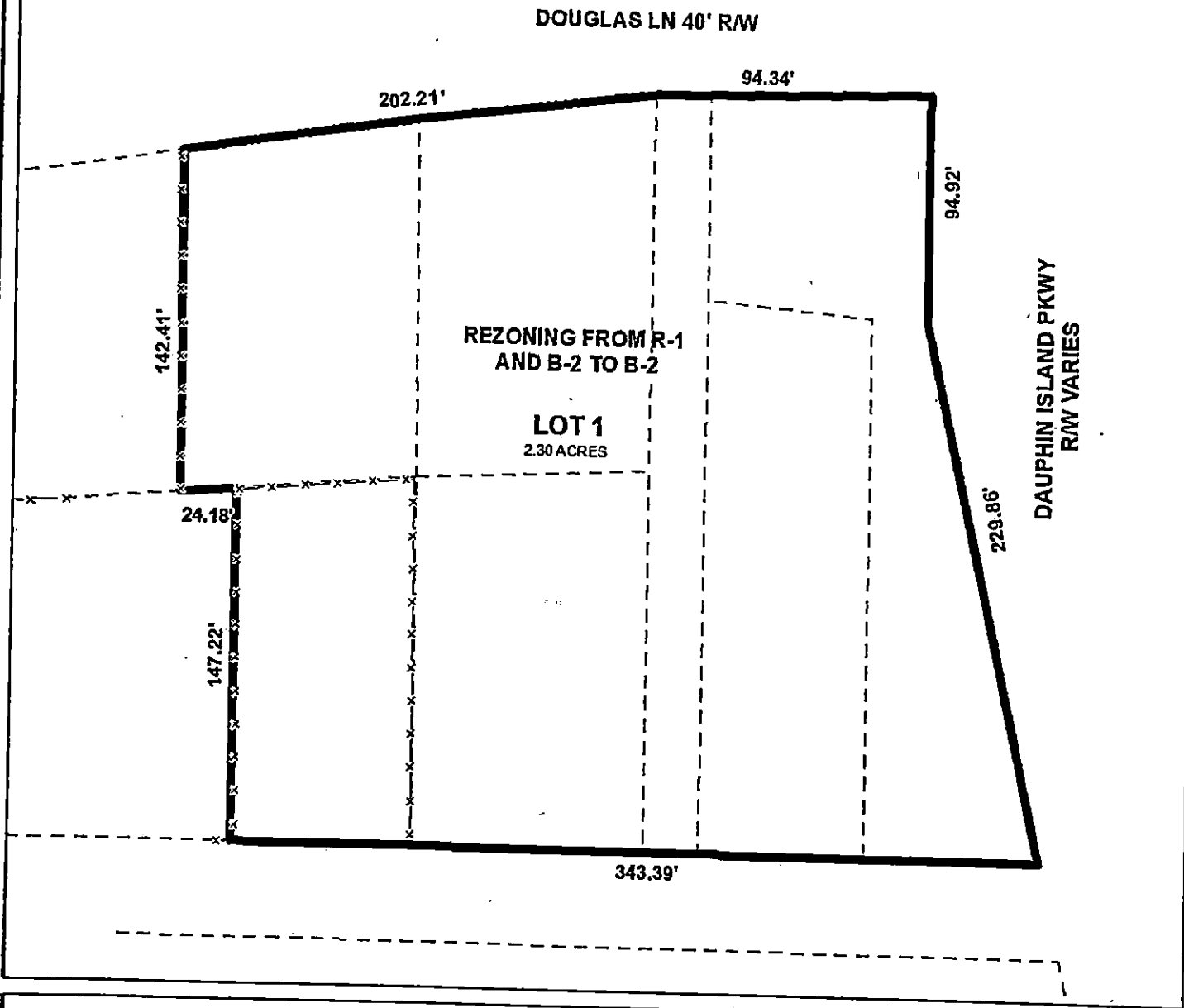
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

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

N

NTS

SITE PLAN



The site plan illustrates

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 12:03 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 20, 2022, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive) from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District..

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

Lisa C. Lambert
City Clerk

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

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

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

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN

BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES 07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05

MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE,

RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05 SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-1, Single Family

Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single Family Residential District until all of the conditions set forth below have been complied with: 1) Full compliance with the Engineering Comments (Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 7. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and, 2) full compliance with all municipal codes and ordinances.

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

AN ORDINANCE 2022

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

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

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

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES

07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES

56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05

SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-1, Single Family Residential District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single Family Residential District** until all of the conditions set forth below have been complied with: **1) Full compliance with the Engineering Comments** (***Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 7. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)***; **and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Benchmark Homes Group, LLC
6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive)
Council District 6
Scott Jones

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 23rd day of December, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1) Full compliance with the Engineering Comments** ***(Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 7. The approval***

of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

BENCHMARK HOMES GROUP, LLC
2212 MAIN STREET
DAPHNE, AL 36526
251-473-8600

3441
85-136/653

DATE 12-1-22

PAY TO THE ORDER OF City of Mobile $ 1,125.60

Eleven Hundred Twenty-Five & 60/100 DOLLARS

Security features included. Details on back.

Merchants & Marine Bank MandMBank.com

MEMO ZON-002157-2022

Robin L. Light MP

Main Street Traditional Pink

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 12, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **Benchmark Homes Group, LLC** for a change in zoning from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** for the property located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Full compliance with the Engineering Comments (*Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during***

***development, along the edge of anything considered by ADEM to be a water of the state. 6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 7. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)*; **and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Trey Jinright
Jade Consulting, LLC
P.O. Box 1929
Fairhope, Alabama 36532

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

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

a) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

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

1) **Full compliance with the Engineering Comments (*Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile***

City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 7. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $1,125.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from, R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

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

ZON-002157-2022

Print Form

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P O Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, INCLUDING THE SITE PLAN, must be submitted along with **SEVEN (7) COPIES** of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

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

☐ **Planning Approval**
$ 150.00
(non-profit $ 50.00)

☐ **Planned Unit Development**
$ 150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost***)*

1. Applicant: Benchmark Homes Group LLC
(if other than owner, must furnish written authorization from owner)
Full Address: 1290 Main St., Ste. E, Daphne, AL 36526
Telephone: 251-421-2467

2. Owner: Benchmark Homes Group, LLC
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. See attached

4. Attach a copy of the legal description and parcel number of the property in question. See attached
(Parcel Number)

5. Present Zoning: See attached Proposed Zoning: R-1

6. Area of property, sq. ft. or acres: 83.9 AC

7. **DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

8. **ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

9. **Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

10. **SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

11. **TREES:** Are there any 24-inch diameter or larger trees on the site? ☒ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☒ **YES** ☐ **NO**

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

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

DATE 7/30/2022 APPLICANT'S SIGNATURE: [signature]

Form 150LU008, Jan 2011

JADE CONSULTING JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

LETTER OF TRANSMITTAL

TO: City of Mobile
Mobile Government Plaza
205 Government St., 3rd Floor
Mobile, AL 36644
251-208-5895

FROM: Perry C. "Trey" Jinright, III, PE

DATE: August 1, 2022

REFERENCE NO.: BENCH – 1639

RE: Benchmark Homes Group, LLC

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ AS REQUESTED ☒ FOR APPROVAL ☒ FOR YOUR FILES

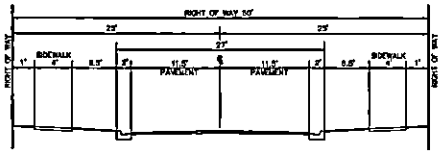
Enclosed please find the following documents for Rezone Approval:

1. Rezone Narrative

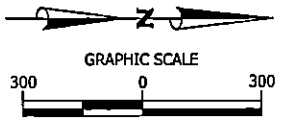
Appendix A	Rezoning Application
Appendix B	Proof of Ownership (Tax Assessors Report)
Appendix C	Adjacent Property Owners Map, List & 5160 Labels
Appendix D	Utility Will Serve Letters
Appendix E	Legal Description
Appendix F	Conceptual Site and Phasing Plan

JADE CONSULTING
Jinright & Associates Development Engineers
208 Greene Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
251.928.3443(tel) 251.928.3465(fax)
jadeng@aol.com

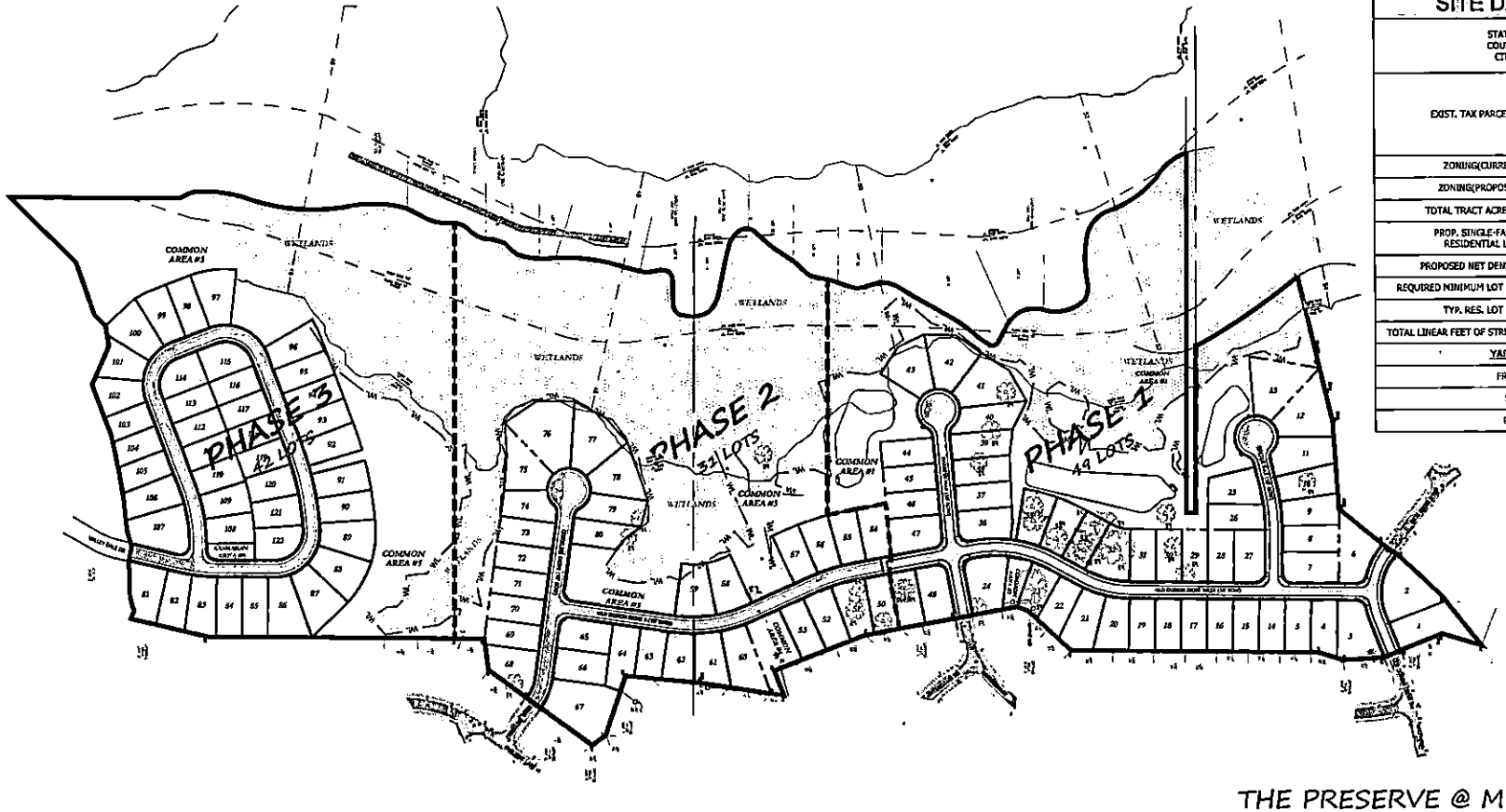
DATE: 07/28/2022



TYPICAL ROADWAY SECTION



SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF MOBILE CITY OF MOBILE	
EXIST. TAX PARCEL ID:	R023303054001030 R023303053000001.042 R023303053000007.013 R023303053000007 R023303054001030.02 R023303082000001 R023303081003046
ZONING(CURRENT):	SPLIT ZONED B-1, R-1, & R-2
ZONING(PROPOSED):	R-1
TOTAL TRACT ACREAGE:	±83.9 AC
PROP. SINGLE-FAMILY RESIDENTIAL LOTS:	122 LOTS
PROPOSED NET DENSITY:	1.45 UNITS/AC
REQUIRED MINIMUM LOT SIZE:	7,200 SF
TYP. RES. LOT SIZE:	70'x140' = 9,800 SF
TOTAL LINEAR FEET OF STREETS:	± 6,050 LF
YARD SETBACKS:	
FRONT:	25'
SIDE:	8' / 20' (CORNER LOT)
REAR:	8'



THE PRESERVE @ MILKHOUSE CREEK

CONCEPTUAL SITE & PHASING PLAN
PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
OLD DOBBIN DRIVE
MOBILE, AL

R023303053000001.021
AFZALIRAD ALI & CHARITY MASON
6758 BILTMORE CT
MOBILE, AL 36695

R023303081003016.000
ANGELIDIS ALEXANDER PAUL &
RENEE J LLAUGET
2816 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.040
ASHEVILLE HOMEOWNERS
ASSOCIATION INC A CORPORATION
PO BOX 9291
MOBILE, AL 36691

R023303081002073.000
BEASLEY KYLE
2813 GASLIGHT LN W
MOBILE, AL 36695

R023303081002072.000
BETHUNE GEORGE E & TYRONNDA
1321 TOMOKA TOWN CENTER DR
APT 110
DAYTONA BEACH, FL 32117

R023303081003018.000
BOSCO RICHARD A
2824 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.006
BROOKS TRE R
6820 COVENTRY COURT
MOBILE, AL 36695

R023303053000001.043 & .044
CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE, AL 36693

R023303082000001.064
CHARLESTON APT. OF MOBILE LLC
116 ONE MADISON PLAZA STE 2100
MADISON, MS 39110

R023303081003024.000
COLEMAN ANTONIO D
2904 GASLIGHT LN W
MOBILE, AL 36695

R023303054001099.000
ALFARO JORGE & SILVA YADIERA
2559 WAGON TONGUE DR S
MOBILE, AL 36609

R023303053000001.022
ANSARI SANA S
6762 BILTMORE CT
MOBILE, AL 36695

R023303082000001.028
BAKER JUDY M AS SOLE TRUSTEE
2801 CHURCHBELL DR
MOBILE, AL 36695

BENCHMARK HOMES GROUP LLC
2212 MAIN ST
DAPHNE, AL 36526

R023303081003001.000
BLOOM DONALD A & NEDRA W
6721 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.026
BOUDREAUX HARRY
6763 BILTMORE COURT
MOBILE, AL 36695

R023303054001098.000
BURROUGHS BRUCE JOHN
8305 REIDY CT
MOBILE, AL 36695

R023303054001100.000
STEVEN M & VANESSA H CHAPPELL
C/O ANDREA & JOSEPH TARNECKI
2555 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.001
CHARLESTON OAKS HOMEOWNERS
ASSOCIATION INC
PO BOX 9434
MOBILE, AL 36691

R023303054001047.000
COORS JESSI PAIGE KELLEY
6704 THOROUGHBRED CT
MOBILE, AL 36695

R023303054001046.000
ANDERS RICHARD DEAN & VINCENT
ALLEN MILLER
2608 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000001.023
ARNOLD LARRY J & DIANNE C
ARNOLD
6766 BILTMORE CT
MOBILE, AL 36693

R023303082000001.026
BALL CLARENCE M JR &
CHARLESETTA
1 SOUTHERN WAY
MOBILE, AL 36619

R023303054001055.000
BOLTZ SHERRY L & JOSEPH H
BOOKER
6709 HITCHING POST CT
MOBILE, AL 36695

R023303081003020.000
BRIGGS ANTHONY & DEBRA L
2832 W GASLIGHT LANE
MOBILE, AL 36695

R023303054001048.000
BUTLER BRUCE & ANGELA BUTLER
30229 WESTMINISTER GATES DR
SPANISH FORT, AL 36527

R023303053000001.030
COCHRAN SAMUEL M & SABRINA L
COCHRAN
6747 BILTMORE CT
MOBILE, AL 36695

R023303081003012.000
CRENSHAW DAPHIAN V & LEANNA
CRENSHAW
2800 GASLIGHT LN W
MOBILE, AL 36695

R023303054001030.006
CUMBEST PAM
2828 COTSWOLD CT
KELLER, TX 76248

R023303054001030.003
DAVIS WALTER FRANK II C/O WALKER LATORIA J
2517 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303054001039.000
DELFIERRO ROSS & ANICIA DELFIERRO
605 CHELSEA DR E
MOBILE, AL 36608

R023303081003046.096
EDWARDS CECIL W & JOANN
2909 VALLEY DALE DR
MOBILE, AL 36695

R023303054001027.000
FECAS MICHAEL P & MARIE FECAS
6640 OLD DOBBIN DR N
MOBILE, AL 36695

R023303081003026.000
GREER DAVID
2912 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.027
GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY
13575 LYNAM DR
OMAHA, NE 68138

R023303054001048.01
HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD
6709 THOROUGHBRED CT
MOBILE, AL 36695

R023303081003010.000
HOLLEY ANDREA MOBLEY
6620 GASLIGHT LN N
MOBILE, AL 36695

R023303082000001.039
HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH
6817 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001097.000
CUNNINGHAM TANYA C/O RATLEDGE EDWIN
2571 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001036.000
DAY MARVIN E & KELLEY C
2574 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.001
DUDLEY ERIC JOHN & DEBRA LEE
2908 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.035
ELLIFF DARYL & BRENDA ELLIFF
6801 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001051.000
FERRY ROBERT R & CAROL
6704 HITCHING POST COURT
MOBILE, AL 36695

R023303054001093.000
GREGORY JIMMY TERRELL & REBECCA C
2587 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003033.000
GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI
6617 GATEWOOD DR
MOBILE, AL 36695

R023303081003011.000
HAYNES RONALD H & LUCY G
6624 GASLIGHT LN N
MOBILE, AL 36695

R023303054001043.000
HOLT EDDIE & SHEILA HOLT
6712 HARNESS WAY
MOBILE, AL 36695

R023303054001033.000
JACOBS PEGGY M
2560 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001050.000
DAMRON DENVER L & ALEXIS G
2624 ANTEBELLUM DRIVE
MOBILE, AL 36695

R023303054001041.000
DEBLAEY MATTHEW L
6704 HARNESS WAY
MOBILE, AL 36695

R023303053000001.031
DYAL SHAHRZAD & EVAN DYAL
2516 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303081003025.000
EVANS CORA L
2908 GASLIGHT LANE W
MOBILE, AL 36695

R023303081003021.000
FREY ALICE LOUISE
2836 W GASLIGHT LN
MOBILE, AL 36695

R023303054001053.000
GRIFFITH DAWN
6712 HITCHING POST CT
MOBILE, AL 36695

R023303081002087.000
HARKINS CHARLES G & ELIZABETH HARKINS
6624 HORSEMANS CIR
MOBILE, AL 36695

R023303081003023.000
HENN JEFFREY D & KAREN E
2900 GASLIGHT LANE
MOBILE, AL 36695

R023303054001025.000
HUNTER LARRY JR
6632 OLD DOBBIN DR N
MOBILE, AL 36695

R023303054001034.000
JEFFREY CHARLES C
2564 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003027.000
JOHNSON HOLLIE CATHERINE
2916 GASLIGHT LN W
MOBILE, AL 36695

R023303081003015.000
KBS PROPERTIES LLC C/O TERRY & HOLLY STEWART
2812 GASLIGHT LN W
MOBILE, AL 36695

R023303054001042.000
KNOTTS TABITHA & TRENT JOHNSON
6708 HARNESS WAY
MOBILE, AL 36695

R023303081003046.095
LAMBERT JAMES R JR
2905 VALLEY DALE DR
MOBILE, AL 36695

R023303054001031.000
LEPRE LYNDELL JOSEPH JR & THERESA LYNNE
2550 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.024
LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS
6770 BILTMORE CT
MOBILE, AL 36695

R023303082000001.043
MARTIN ESTELLE A
6812 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002086.000
MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS
6620 HORSEMAN'S CIR
MOBILE, AL 36695

R023303054001035.000
DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON
2570 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003008.000
MOORE MICHAEL B & DENISE C
6612 GASELIGHT LANE N
MOBILE, AL 36695

R023303081003046.097
JOHNSON LATERRIA
2913 VALLEY DALE DR
MOBILE, AL 36695

R023303054001069.000
KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER
2600 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001040.000
KOVAL RICKY & ROSEMARY
2592 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001096.000
LEAVER VERONICA L
2575 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001030.005
LIBERTY REAL ESTATE LLC
2735 BENNINGTON DR
MOBILE, AL 36695

R023303053000007.012
MALLIPEDDI VISHWANTH REDDY
2817 CHURCHBELL CT
MOBILE, AL 36695

R023303054001045.000
MARVEL KIM D
2604 ANTEBELLUM DR
MOBILE, AL 36695

R023303081003046.099
MCGUIRE MARY S C/O MCGUIRE MARY S
2921 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.044
MILLER THERESA F PROVINCE
6808 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001044.000
MORRISSETTE CAROLYN
856 S DEARBORN ST
MOBILE, AL 36603

R023303081002057.001
JONES BRYANT M & KERI M SPARKS
6616 GATEWOOD DR
MOBILE, AL 36695

R023303053000001.005
KIRBY PROPERTIES L L C
7060 AIRPORT BLVD
MOBILE, AL 36608

R023303081003013.000
LAMBERT GEORGE T & GERALDINE Y
2804 GASLIGHT LN W
MOBILE, AL 36609

R023303054001055.01
LEE BROOKS FRANCIS & MORGAN LEIGH ODEN
6705 HITCHING POST
MOBILE, AL 36695

R023303081003022.000
LIEBLING IRWIN & CARLA J
2840 GASLIGHT LANE W
MOBILE, AL 36695

R023303053000001.032-034 & 30.004
MARR THOMAS M JR
PO BOX 82
POINT CLEAR, AL 36564

R023303053000007.010
MATHEWS CRAIG & DEBORAH
2809 CHURCHBELL CT
MOBILE, AL 36695

R023303054001066.000
MCKNIGHT JAMES P JR & BONNIE R
2609 ANTEBELLUM DR
MOBILE, AL 36609

R023303082000001.045
MILLER WILLIAM EUGENE JR
6804 GARDEN RIDGE
MOBILE, AL 36695

R023303054001092.000
MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE
2591 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002059.000
MUDREAC CLAUDIU L & CARNELIA
2905 W GASLIGHT LN
MOBILE, AL 36605

R023303081002089.000
NGUYEN PHUOC VAN C/O PLUMLEE
JEFFREY & SARAH PLUMLEE
6817 N GASLIGHT LN N
MOBILE, AL 36695

R023303054001054.000
OVERSTREET JEFFERY S
6716 HITCHING POST CT
MOBILE, AL 36695

R023303081003029.000
PERCIVAL CHRISTINE
2924 GASLIGHT LN W
MOBILE, AL 36695

R023303081003002.000
POLIZZI KRISTINA E
6717 HITCHING POST CT
MOBILE, AL 36695

R023303054001095.000
POWELL APRIL L
2579 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002074.000
RASCH KAREN M
2809 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.005
RICHBOURG BRANDY N
6816 COVENTRY COURT
MOBILE, AL 36695

R023303081002060.000
RUSH GEORGE F
6609 DEVONDALE CT
MOBILE, AL 36695

R023303053000007.009
MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC
2805 CHURCHBELL CT
MOBILE, AL 36695

R023303081003019.000
HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS
2828 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.007
OWLER JOHN F & THERESA M
6817 COVENTRY CT
MOBILE, AL 36695

R023303054001094.000
PEREZ JONATHAN H & ANNE PEREZ
2583 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003014.000
POLK JOHN WAYNE & NANCY L
2808 GASLIGHT LANE WEST
MOBILE, AL 36695

R023303054001068.000
PRESLEY RANDAL G & HANNAH J PRESLEY
6707 HARNESS WAY
MOBILE, AL 36695

R023303082000001.037
RHYNE MELISSA J C/O RHYNE MELISSA J
6809 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002064.000
ROBERTSON PAMELA B
2833 GASLIGHT LANE W
MOBILE, AL 36695

R023303081002075.000
SAMUELS DORIS B
6625 HORSEMAN'S CIR
MOBILE, AL 36695

R023303082000001.036
NELSON DAVID G JR
6805 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001052.000
OUTLAW SUSAN JACKSON
6708 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.000
PEOPLES BANK OF ALABAMA THE
C/O VEE SERVICES INC
11700 PRESTON RD # 660-193
DALLAS, TX 75230

R023303083000001.002
PHAN AMY
600 SHALIMAR RD
MOBILE, AL 36609

R023303082000001.030
PORTER DARRYL R & SONYA PORTER
2800 CHURCHBELL DR
MOBILE, AL 36695

R023303082000001.053, 54 & 67
RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN
151 SCHILLINGER RD S
MOBILE, AL 36608

R023303054001067.000
RANKIN ANNA MARIE
P O BOX 190854
MOBILE, AL 36619

R023303053000006.000
RICHARDSON RAYFORD J & VICKI H RICHARDSON
2821 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.020
ROWLAND JAMES B & MARTHA E
6754 BILTMORE CT
MOBILE, AL 36695

R023303054001028.000
SANCHEZ APRIL V
6700 OLD DOBBIN DRIVE N
MOBILE, AL 36695

R023303081003046.098
SCOTT DESIREE L
2917 VALLEY DALE DR
MOBILE, AL 36695

R023303082000001.029
SELLERS DANIEL C JR & CHRISTIE T
4351 ORTEGA FOREST DR
JACKSONVILLE, FL 32210

R023303054001026.000
SHELTON BRAD A & TERRI A
6636 OLD DOBBIN DR N
MOBILE, AL 36695

R023303082000002.000 & 5.000
SOLLIE ROAD DEVELOPMENT LLC
C/O LYNN NOLEN CONST. INC
3800 SOLLIE RD
MOBILE, AL 36619

R023303082000001.046
STEPHENS CAROL M
2912 VALLEYDALE DR
MOBILE, AL 36695

R023303082000001.018
THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE
6825 WINDSOR COURT
MOBILE, AL 36695

R023303053000001.029
UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN
6751 BILTMORE CT
MOBILE, AL 36695

R023303082000001.086
UNO DEVELOPMENT LLC
P O BOX 1040
MAGNOLIA SPRINGS, AL 36555

R023303081003017.000
VOLOSHIK JAMES J & CONNIE L
2820 GASLIGHT LANE W
MOBILE, AL 36695

R023303054001032.000
WASHINGTON MORGAN V & ANDREW WASHINGTON
2556 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.042
SCOTT MICHAEL C & CECILIA L SCOTT
6816 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001037.000
SELLERS JAMES DURDEN
2578 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001038.000
SMITH JOHN E & ELAINE A SMITH
2584 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.019
STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN
2504 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303082000001.041
THOMANN ERIC C & CARRIE A
6820 GARDEN RIDGE CT
MOBILE, AL 36695

R023303053000007.011
UMBREIT NICOLETTE
2813 CHURCHBELL CT
MOBILE, AL 36695

R023303081003003.000
VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI
6713 HITCHING POST CT
MOBILE, AL 36695

R023303082000001.040
WALKER DAWN
6821 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002088.000
WATTS WILLIAM H & PATRICIA M
6621 GASLIGHT LN N
MOBILE, AL 36695

R023303054001101.000
SECRETARY OF HOUSING & URBAN DEV. C/O GUTIERREZ GROUP LLC
3575 PIEDMONT RD NE
ATLANTA, GA 30305

R023303082000001.038
SHAMBURGER SHARRON
6813 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.017
SMITH TONY LEE
6820 WINDSOR CT
MOBILE, AL 36695

R023303081003009.000
SPARKMAN JOSHUA D & LORI J SPARKMAN
6616 GASLIGHT LN N
MOBILE, AL 36695

R023303054001049.000
RON G & JACQUELINE G STUMP
8147 YORKHAVEN RD
MOBILE, AL 36695

R023303054001030.002
TREBESH THOMAS ROBERT REVOCABLE TRUST
5519 SPOONFLOWER DR
PENSACOLA, FL 32526

R023303053000001.028
UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD
6755 BILTMORE CT
MOBILE, AL 36695

R023303054001098.01
CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRIS & HAILEY MCLEOD
2205 ANGELCREEK CT
JACKSONVILLE, FL 32221

R023303081003028.000
WASHINGTON LAMAR R
P O BOX 501063
MOBILE, AL 36605

R023303053000001.025
WESLEY MARZELLA
6767 BILTMORE CT
MOBILE, AL 36695

R023303081002065.000
TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST
2825 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.027
ZUSCHKE CHRISTEN A & ANGELA A
2829 CHURCHBELL CT
MOBILE, AL 36695

R023303054001029.000
WIDDOWS RICHARD W & SHIRLEY M
6704 OLD DOBBIN DR N
MOBILE, AL 36695

R023303053000007.007
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A
1600 S DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME	Benchmark Homes Group, LLC
SUBDIVISION NAME	Preserve at Milkhouse Creek Subdivision
LOCATION	6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
CITY COUNCIL DISTRICT	District 6
PRESENT ZONING	R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District
PROPOSED ZONING	R-1, Single-Family Residential District
AREA OF PROPERTY	122 Lots / 83.9± Acres
CONTEMPLATED USE	Subdivision approval to create 122 single-family residential lots; and Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	In phases, 18-24 months between each phase
ENGINEERING COMMENTS	

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX.
C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way.
D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr.
E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available.
F. Sheet 2 of 3 – Label each and every Common Area.
G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way.
H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'.
I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance.
J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods.
K. Label the different Common Areas on each of the three (3) sheets.
L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath the Common Area label.
M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT.
O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water

Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
7. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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

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

REMARKS The applicant is requesting Subdivision approval to create 122 lots from several metes-and-bounds parcels and Rezoning from R-1, Single-Family Residential District, R-2, Two Family Residential and B-1, Buffer-Business District to R-1, Single-Family Residential District.

The site has been given a Low Density Residential land use designation per the Future Land Use Plan and Map, adopted by the Planning Commission at its May 18, 2017 meeting. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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

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

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

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

The applicant submitted the following information:

INTRODUCTION/SUMMARY

This narrative is provided in support of the proposed Preserve at Milkhouse Creek subdivision, a 122 lot, single- family subdivision, pursuant to City of Mobile, Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E. In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Rezoning	City Council	City of Mobile Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E	The proposed property is currently split zoned with B-1, R-1 and R-2. The owner is applying for a rezone of all listed parcels to R-1, which will allow for a uniform zoning within the proposed single-family subdivision.

PRESENT AND PROPOSED ZONING

Tax Parcel No.	Current Zoning	Proposed Zoning
R023303053000001.042	B-1	R-1
R023303054001030.02	Split Zoned R-1&R-2	R-1
R023303053000007	Split Zoned R-1&R-2	R-1
R023303082000001	Split Zoned R-1&R-2	R-1
R023303081003046	Split Zoned R-1&R-2	R-1
R023303053000007.013	R-2	R-1
R023303054001030	R-2	R-1

PROPERTY LOCATION

Property is located between the Carriage Hills subdivision and Charleston Oaks subdivision. Milkhouse Creek runs along the western property boundary with Old Dobbin Drive accessing the northern portion and Valley Dale Drive accessing the southern portion.

SITE DESCRIPTION

The proposed project request to rezone 83.9 acres of property that is located within the City limits of Mobile. The property is currently split zoned B-1, R-1, and R-2. This rezone request will rezone the 83.9 acres to a uniform zoning of R-1 that will allow for a 122-lot single-family subdivision development.

The property had a wetlands delineation performed by EcoSolutions back in 2018. The report indicates the site has approximately 35 acres of jurisdictional wetlands located on the property

EXISTING CONDITIONS/STRUCTURES

The 83.9 acre property that is being requested for rezoning is currently woods and has some wetland areas along the creek banks. The site has roughly 70' of relief as it slopes from the existing Carriage Hills subdivision west down to Milkhouse Creek. The wetlands delineation of the site indicates that there are protected features located on the property along the creek banks. There are existing stormwater and sanitary sewer structures conveying runoff and sewage from the adjacent developed public right-of-ways across

the subject property, which will be rerouted and design included in the subdivision construction plans to be submitted during the preliminary plat subdivision process with the City of Mobile.

PROPERTY BACKGROUND

The current property owner purchased the property back in 2017. The property carried the split zonings of B-1, R-1, and R-2 at the time of purchase. The property has remained vacant since that period. A rezoning request was previously brought before the Planning Commission in 2020 for rezoning to R-1 and was approved. After the rezoning approval the project progression was delayed due to the need for resolution of differences with City Council members, City Staff, adjacent property owners, and developer. These have been resolved but the previous rezoning approval has since sunset, so the rezoning of the project is being reapplied for.

TIME SCHEDULE

The proposed subdivision is scheduled to be constructed in three phases, with each phase buildout being roughly separated by 1.5 to 2 years. Future economic activity will determine lot consumption which will ultimately control the timing of each phase of this subdivision. The anticipated lot count for each phase is as follows: Phase 1 – 49 lots, Phase 2 – 31 lots, and Phase 3 – 42 lots.

There is a detailed history associated with the site which was originally assigned an R-A, Residential-Agricultural District classification upon adoption of the current Zoning Ordinance in 1967. In 1980, an area was rezoned from R-A to R-1 and most of the site was rezoned from R-A to R-2; however, there was a condition associated with both rezonings which denies direct access to Carriage Hills. This condition prohibits direct access to the site via Old Dobbin Drive, Harness Way and Creekline Drive; thus, all access to the site (based on the current conditions) must be via Blue Ridge Boulevard and Valley Dale Road. The small B-1 district was created in 1988.

In June 2020, the site was the subject of a Rezoning from R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-1, Buffer Business District, to R-1, Single-Family Residential. The rezoning application was recommended for approval to the City Council by the Planning Commission, but after several public hearings, the applicant withdrew their request from City Council consideration.

The site was also considered for a 49-lot subdivision (ending just south of Harness Way) at the Commission's August 20, 2020 meeting. The application was granted Tentative Approval; however, the Tentative Approval has expired.

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

The proposed plan calls for 122 lots on 83.9 acres to be developed in three (3) phases. The first phase encompasses approximately 30± acres and extends from the East terminus of Blue Ridge Boulevard and the West terminus of Old Dobbin Drive North, to approximately 250' South of the West terminus of Harness Way. Proposed Phase 2 would then extend to a short distance South of the West terminus of Creekline Drive, and Phase 3 would then extend to the North terminus of Valleydale Drive. The plat illustrates large tracts that will remain as undeveloped Common Areas.

Proposed streets are labeled to have compliant 50-foot rights-of-way and cul-de-sacs are indicated to have a compliant 120-foot diameter; if approved, these dimensions should be retained on the Final Plat. Corner lots are indicated to have compliant 25-foot corner radius curves. All lots are indicated to have a compliant 25-foot minimum building setback from the street frontages, except along side streets where a 20-foot setback is noted (and is compliant with Zoning Ordinance requirements); this information should be retained on the Final Plat.

A site date table is provided for phase 1 which illustrates the average lot size as 11,966 square feet, with the smallest lot proposed as 9,278 square feet. Each lot has this information as well, in both square feet and acres, and should be retained on the Final Plat. This information will also be required for Phases 2 and 3. As submitted, all lots exceed the minimum area required for an individual lot.

As submitted, the site contains several easements and there is a note on the Tentative Plat stating that no structures shall be constructed or placed within any easement without the permission of the easement holder; this note should be retained on the Final Plat.

A large portion of the site consists of Common Areas. There is a note on the preliminary plat stating that all proposed detention facilities, common areas and wetlands shall be the responsibility of the property owner(s) and not the responsibility of the City of Mobile. This note should be revised on the Final Plat to simply state that the maintenance of all Common Areas is the responsibility of the property owners.

As per the Traffic Engineering comments, the driveway number, size, location and design are to be approved by Traffic Engineering and conform to AASHTO standards; there is a note on the Tentative Plat stating such, which should be retained on the Final Plat.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

While the three current zoning classifications would allow for R-1 use, the entire site is proposed to be rezoned to R-1 to eliminate the possibility of split zoning on any of the lots, standardize the allowances within a single-family residential subdivision and to remove conditions associated with the existing zoning districts, such as denial of access to the existing street stubs in Carriage Hills.

Removal of this condition allows for proper connectivity via the existing street stubs to distribute traffic via five (5) access points rather than concentrating traffic onto two (2) streets (Blue Ridge and Valley Dale).

While none of the four (4) conditions as stated above were cited in the application to support the rezoning, the property is proposed to be subdivided into single-family lots. This would indicate that over the course of time that the rezoning is necessary and desirable to continue the development of single-family homes, and that the subdivision of land into building (home) sites makes the reclassification of the land necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way width label for all streets on the Final Plat;
2) retention of the 25' minimum building setback line along all street frontages on the Final Plat;
3) retention of each lot with its size in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) revision of Note #10 concerning structures in easements to state on the Final Plat that no structures shall be constructed or placed within any easement without permission of the easement holder;
5) revision of Note #14 concerning the maintenance of detention facilities, common areas and wetlands to state on the Final Plat that the maintenance of all Common Areas is the responsibility of the property owner(s);
6) compliance with the Engineering comments: *A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX. C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way. D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr. E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available. F. Sheet 2 of 3 – Label each and every Common Area. G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way. H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'. I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance. J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods. K. Label the different Common Areas on each of the three (3) sheets. L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath*

the Common Area label. M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.;

7) placement of a note on the Final Plat stating the Traffic Engineering comments: (*A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.)*;
8) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior the approval of the Final Plat.

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

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

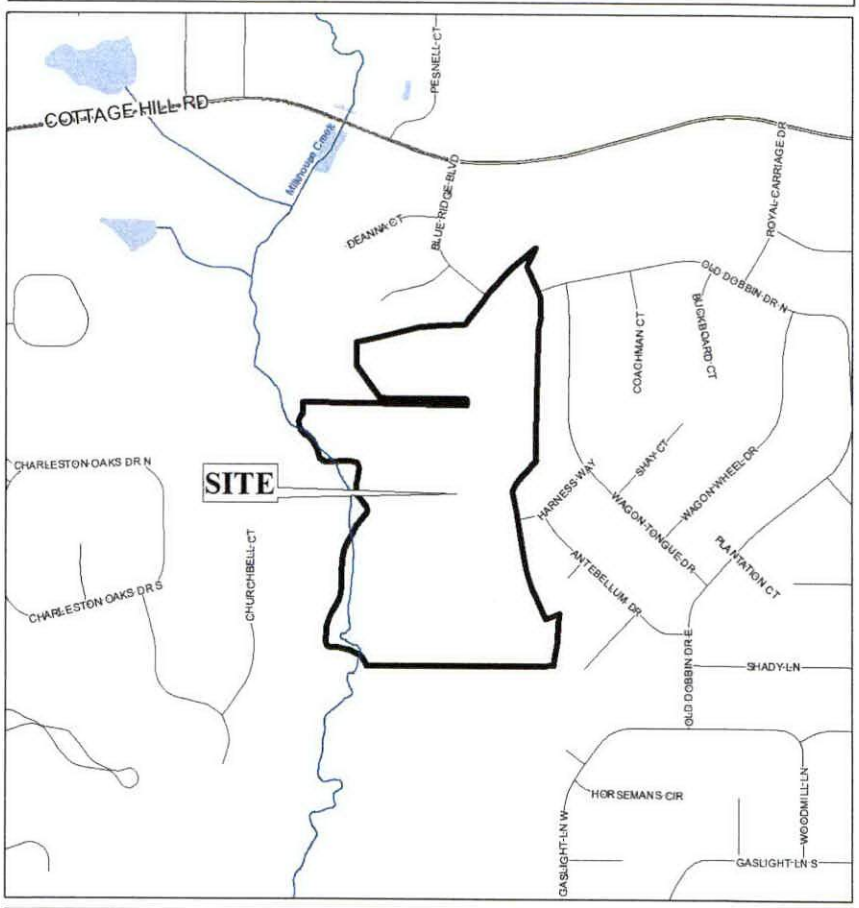
The approval should be subject to the following conditions:

1) Full compliance with the Engineering Comments (*Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and*

Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 7. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

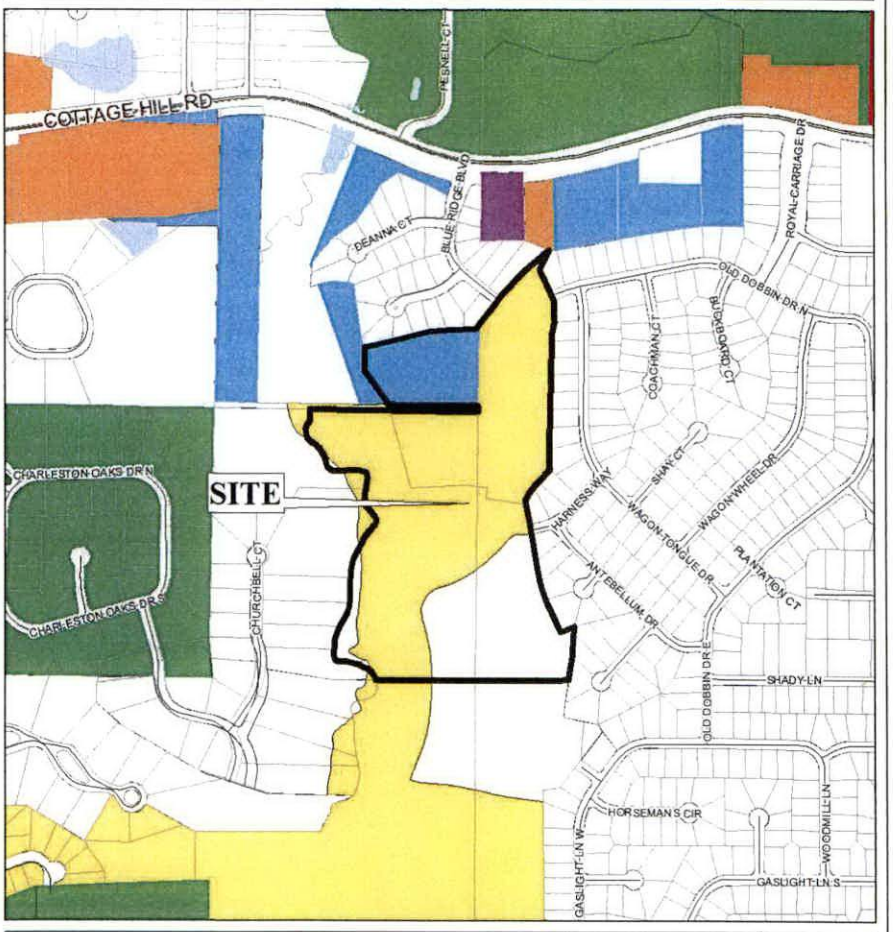
APPLICANT Preserve at Milkhouse Creek Subdivision

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

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE September 1, 2022

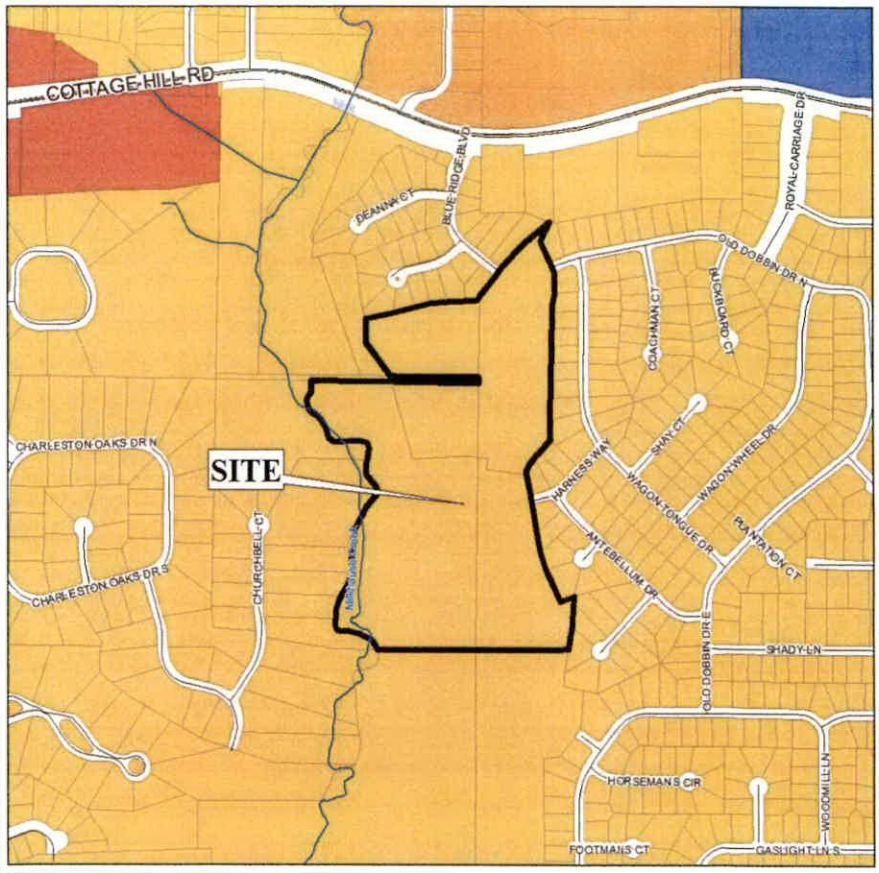
APPLICANT Preserve at Milkhouse Creek Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

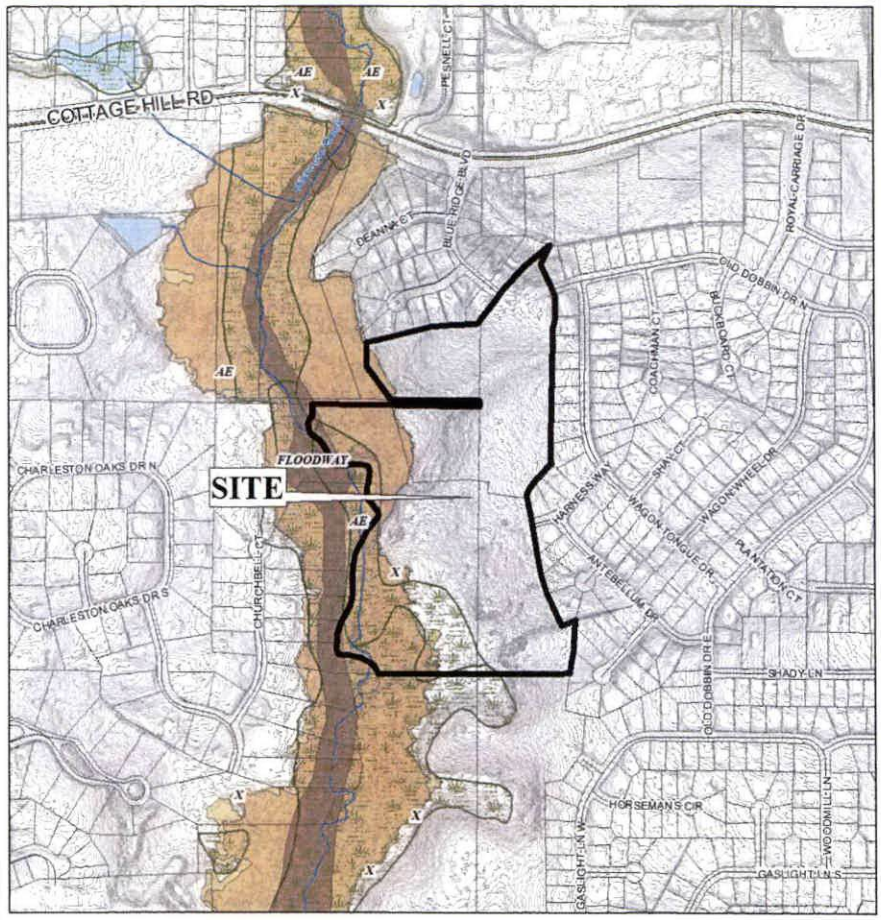
REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by single family residential units.

APPLICATION NUMBER 6 DATE September 1, 2022

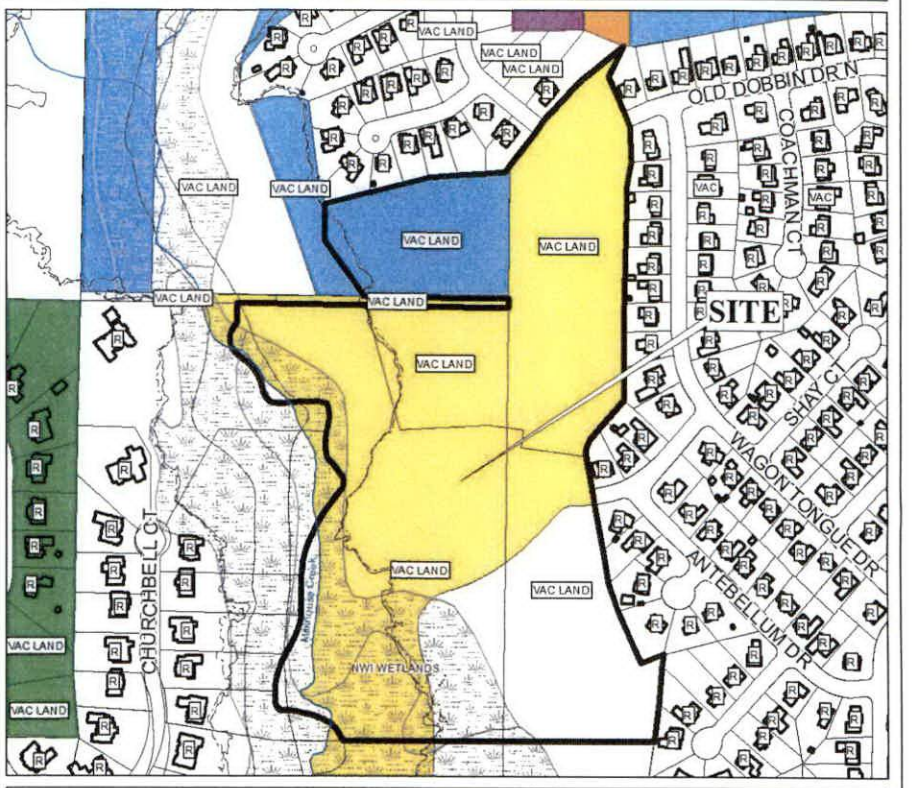
APPLICANT Preserve at Milkhouse Creek Subdivision

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

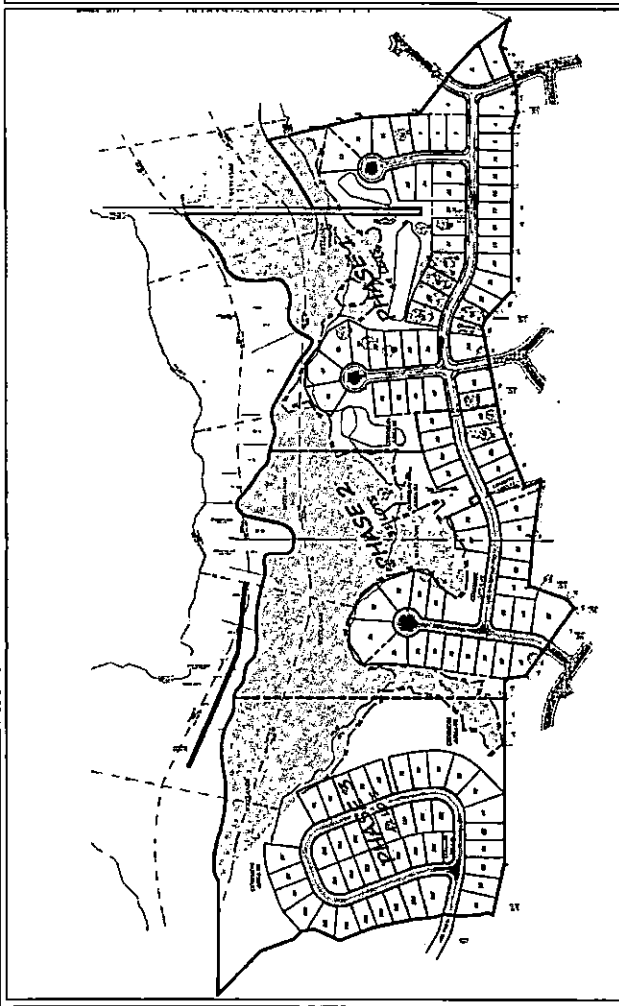
REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

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

N

NTS

DETAIL SITE PLAN



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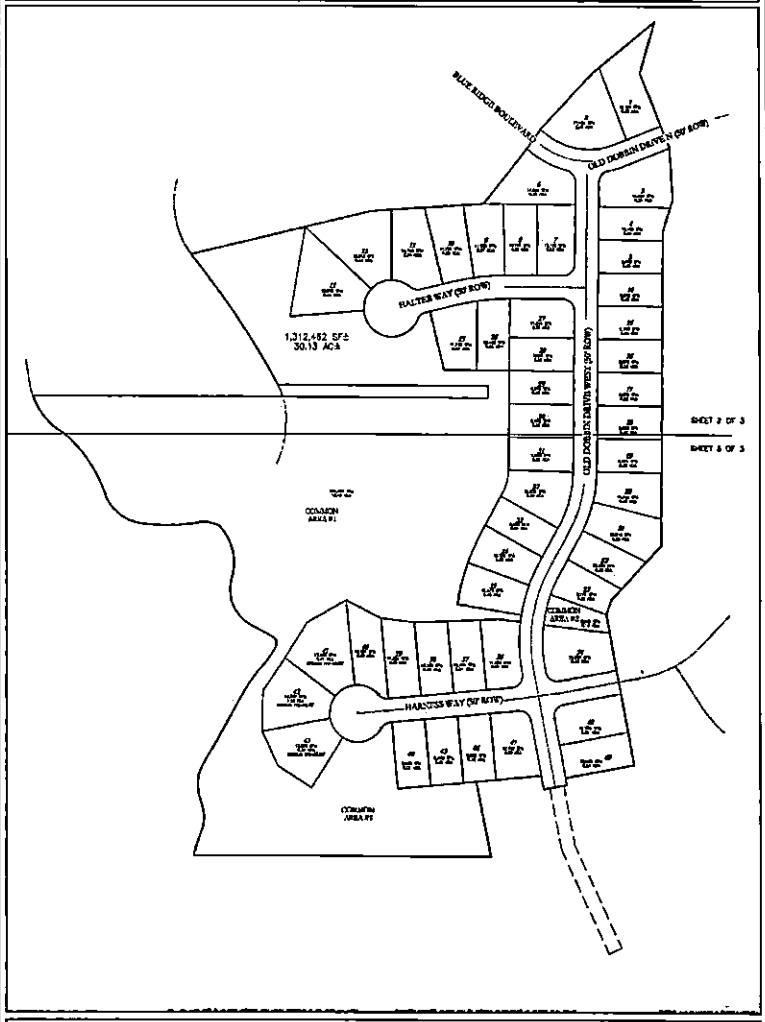
NTS

DETAIL SITE PLAN



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

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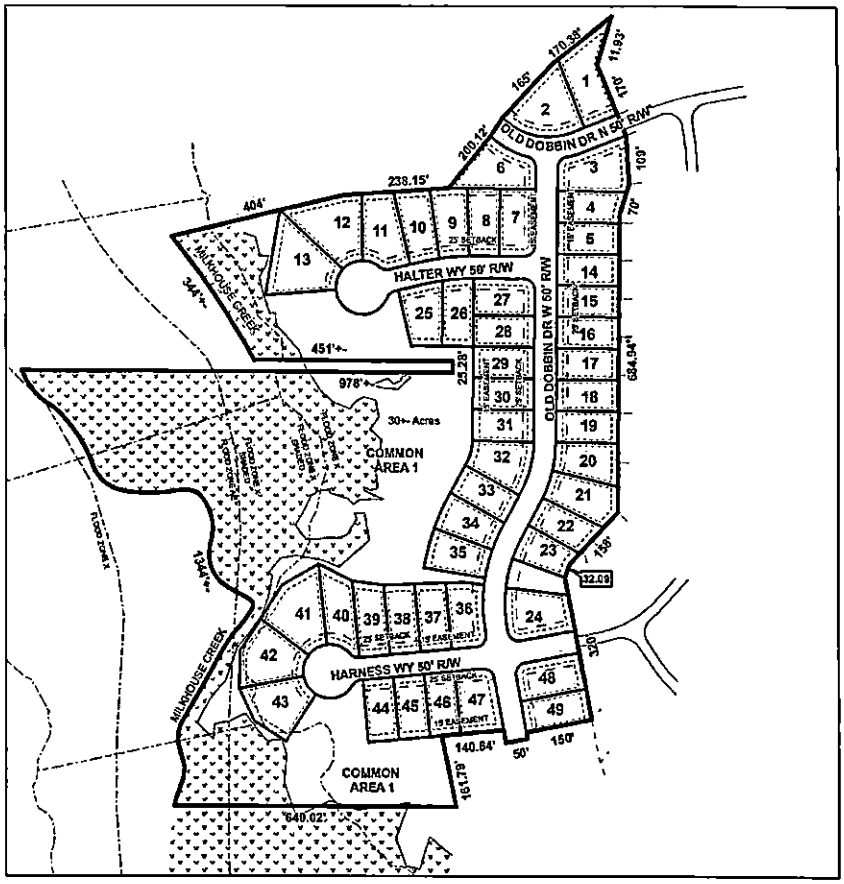
NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

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

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/29/2022

Funding Source

Project # 2010 Tucker Street - ME-069-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2010 Tucker Street	Cover Memo	11/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	11/23/2022 - 9:42 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2010 TUCKER STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2010 TUCKER STREET** described as:

LOT 8 BLK E SUNNYMEADE SUB MBK 156 N S PGS 488-489 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 360

Last Assessed to: TATUM RUSSELL L JR, MARQUEZ A TATUM &

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 18, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 29, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2010 TUCKER STREET.** OWNED BY OR MAY HAVE AN INTEREST: **TATUM RUSSELL L JR, MARQUEZ A TATUM & JANICE PETTWAY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 024 360
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2010 TUCKER ST

Property Details

PARCEL KEYX	00695135	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo

Notes

DL

X 2008

DL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑ Voted 5-0 Demolition

APPROVAL DATE 11/18/22

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/08/2022

Property Address: 2010 Tucker Street **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2022/11/15

2022/11/15

2022/11/15

2022/11/15

2023/11/15

2022/11/15

Affidavit of Mailed Notice

November 21, 2022

State of Alabama
County of Mobile

Subject Property – 2010 TUCKER STREET.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Janice Pettway
2461 Bragdon Avenue
Mobile, AL 36617-2031

October 4, 2022

RE: **2010 Tucker Street**
Project Number: ME-069-22

Dear Janice Pettway:

On September 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2010 Tucker Street.

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

LOT 8 BLK E SUNNYMEADE SUB MBK 156 N S PGS 488-489 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 360

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **November 19, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 19, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 19, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 19, 2022,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on November 29, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2010 Tucker Street Date: September 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 26, 2022

Per the Title Report, the owners are: Janice Pettway, Marquez Tatum & Russell Tatum

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Janice Pettway 2461 Bragdon Ave Mobile AL 36617-2031	Owner Phone number 251-450-2214
2	Janice Pettway 326 Cedar Dr Mobile AL 36617-3912	Secondary address
3	Marquez Tatum & Russell Tatum 2012 Tucker St Mobile AL 36617-2605	Owner Phone number 251-689-6327
4	Marquez Tatum 2021 Tucker St Mobile AL 36617-2639	Secondary address
5	Russell Tatum 1908 Eoline St Mobile AL 36617-3403	Owner Phone number 251-644-0468
6	Russell Tatum 2408 Hart Ave Mobile AL 36617-2221	Secondary address
7	Owners 2010 Tucker St Mobile AL 36617-2605	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Tatum Russell Jr, Marquez A Tatum & Janice Pettway recorded 8/4/2022 instrument number 2022051693

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

12/6/2022

Funding Source

Project # 59 Alexander Street - ME-034-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 59 Alexander Street	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	12/1/2022 - 10:31 AM
City Clerk	Gauthier, Lana	Approved	12/1/2022 - 10:38 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **59 ALEXANDER STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 5, 6, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **59 ALEXANDER STREET** described as:

BEG AT NW COR OF ALEXANDER & CAMERON STS TH N 03 DEG 48 MIN E ALG W ROWL ALEXANDER ST A DIS OF 50.0 FT TO A PT TH N 86 DEG 17 MIN W A DIS OF 109.0 FT TO A PT TH S 03 DEG 48 MIN W A DIS OF 50.0 FT TO A PT ON N ROWL OF CAMERON ST TH S 86 DEG 17 MIN E ALG SD N ROWL A DIS OF 109.0 FT TO POB BEING S 50.0 FT OF LOTS 49 & 50 ALEXANDER HEIGHTS DBK 128 N S PG 599 & 600 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel Number: 29 07 23 0 006 141

Last Assessed to: GETER WILLIE LEE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 30, 2022

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, December 6, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **59 ALEXANDER STREET.** OWNED BY OR MAY HAVE AN INTEREST: **GETER WILLIE LEE** 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 07 23 0 006 141
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

59 Alexander Street

Property Details			
		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	05-11-22	Comments	

Property Score			
Score	77	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5/10/22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/12/2022

Property Address: 59 Alexander Street **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2022/11/29

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2022/11/29

Affidavit of Mailed Notice

November 30, 2022

State of Alabama
County of Mobile

Subject Property – 59 Alexander Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **16** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Willie Lee Geter
Clyde Leverette
2207 Clement Street
Mobile, AL 36617-2430

October 11, 2022

RE: **59 Alexander Street**
Project Number: ME-034-22

Dear Credit Acceptance Corp:

On September 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 59 Alexander Street.

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

BEG AT NW COR OF ALEXANDER & CAMERON STS TH N 03 DEG 48 MIN E ALG W ROWL ALEXANDER ST A DIS OF 50.0 FT TO A PT TH N 86 DEG 17 MIN W A DIS OF 109.0 FT TO A PT TH S 03 DEG 48 MIN W A DIS OF 50.0 FT TO A PT ON N ROWL OF CAMERON ST TH S 86 DEG 17 MIN E ALG SD N ROWL A DIS OF 109.0 FT TO POB BEING S 50.0 FT OF LOTS 49 & 50 ALEXANDER HEIGHTS DBK 128 N S PG 599 & 600 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel Number: 29 07 23 0 006 141

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **November 25, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 25, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 25, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 25, 2022,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on December 6, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 59 Alexander Street Date: September 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 6, 2022

Per the Title Report, the owner is: Heirs of Willie Lee Geter (DOD 5/14/2012)

NOTES: Could not locate Daughter Mary Pettway from Atlanta and Georgia Mae Crowell from California. Also, could not locate Cynthia Davis or Jimmie Davis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Clyde Leverette 2207 Clement St Mobile, AL 36617-2430	Heir/Son in law
2	Dominique Antonio Davis 352 Idaho Rd Mobile, AL 36609-2314	Heir/Grandson
3	Dominique Antonio Davis 217 Autumndale Cir Chickasaw, AL 36611-1454	Secondary address
4	Jeremy Jermayne Davis 2446 Norton Ln Mobile, AL 36605-2410	Heir/Grandson Phone number 251-307-9077 Phone number 251-545-1319 Phone number 251-264-5399
5	Katari Davis 1720 Winston Ln Mobile, AL 36605-9741	Heir/Granddaughter Phone number 205-417-3634
6	Tamichael N Davis 108 N Sage Ave Mobile, Al 36607-2713	Heir/Granddaughter

7 Willie Jean Davis
1165 Dauphin Island Pkwy
Mobile, AL 36605-3226

Heir/Granddaughter
Phone number 251-259-1654

8 Albert Shelton
440 Gilbert St
Mobile, AL 36610-4452

Heir/Son

9 Bobby Shelton
633 Ossia Edwards Ave Apt 633
Mobile, AL 36610-2835

Heir/Son

10 Joe Davis
2103 Magee St
Mobile, AL 36610-3115

Heir/Son

11 Charles Earl Davis
59 Alexander St
Mobile AL 36605-2676

Heir/Son

12 Johnny Davis
2459 McArthur St
Mobile, AL 36617-1727

Heir/Son

13 Vivian Dawkins Ruggs
2418 S Octavia Dr
Mobile, AL 36605-2676

Heir/Daughter
Phone number 251-367-6090

14 Patricia Rankin
910 E Gulf Terra Dr
Mobile, AL 36605-2443

Heir/Daughter
Phone number 251-533-9832

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

4 Hoffman Furniture
413 Dauphin St
Mobile AL 36602

Hoffman Furniture vs Willie Jean Davis
Recorded 04/09/2015 bk7249 pg1746

5	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Clyde Leverette Recorded 07/06/2018 bk 7656 pg6

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Willie Lee Geter recorded 7/6/2022 instrument number 2022045614

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition/Securing

Amount of Contract:

N/A

Effective Date of Contract:

12/6/2022

Funding Source

Project # 1160 Congress Street - ME-050-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition/Securing - 1160 Congress Street	Cover Memo	11/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	12/1/2022 - 9:35 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1160 CONGRESS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1160 CONGRESS STREET** described as:

PT LOT 2 LBK 25 CAMP GROUND TRT MBK 1/12 BEG AT SE COR LOT 25 TH W 34.17 FT N 125 FT E 34.5 FT S 125 FT TO PT OF BEG #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 455

Last Assessed to: LITTLE GEORGE JR C/O ROSEMARY WATSON

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

November 30, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, December 6, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1160 CONGRESS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **LITTLE GEORGE JR C/O ROSEMARY WATSON** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 455
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1160 CONGRESS ST

Property Details

PARCEL KEYX	00744403	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE	59	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 6-27-22

Motion 5-0 for Partial Demolition and Secure Structure.

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/12/2022

Property Address: 1160 Congress Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2022/11/29

2022/11/29

2022/11/29

2022/11/29

2022/11/29

2022/11/29

NOTICE
2022/11/29

2022/11/29

2022/11/29

Affidavit of Mailed Notice

November 30, 2022

State of Alabama
County of Mobile

Subject Property – 1160 Congress Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heirs of George Little, Jr.
Rosemary Little Watson
10341 Green Heron Court
Charlotte, NC 28278-6951

October 11, 2022

RE: **1160 Congress Street**
Project Number: ME-050-22

Dear Rosemary Little Watson:

On September 13, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1160 Congress Street.

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

PT LOT 2 LBK 25 CAMP GROUND TRT MBK 1/12 BEG AT SE COR LOT 25 TH W 34.17 FT N 125 FT E 34.5 FT S 125 FT TO PT OF BEG #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 455

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **November 25, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **November 25, 2022,** provide the Code Official with a work plan to accomplish the repairs by **November 25, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **November 25, 2022,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on December 6, 2022 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/secure

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1160 Congress Street Date: September 8, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 2, 2022

Per the Title Report, the owner is: Heirs of George Little, Jr DOD 5/25/1956

Notes: Property deed to George Little, Jr 7/14/2008. Could not locate other children (heirs) Samuel Little, Georgia Little, Bernard Little, Corine Little. Other heirs are Gray Little and George Little III (Deceased without obit)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rosemary Little Watson 10341 Green Heron Ct Charlotte NC 28278-6951	Heir/Daughter Phone number 704-733-9731 Phone number 251-661-1841 Also, property taxes are paid by Rosemary Watson
2	Walter Kinard Little Jr 1020 Montlimar Dr Mobile AL 36609-1707	Heir/Grandson Phone number 251-581-3600 Phone number 251-633-3816
3	Owners 1160 Congress St Mobile AL 36603	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs George Little, Jr DTD 6/29/2022 Recorded 7/6/2022 instrument number 2022045623

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Construction Materials LP for 1300 tons of Limestone for Public Services.

General fund.

Amount of Contract:

$58,500.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230112 Vulcan Agenda Package POs	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3988, 4271	2023	(2086C) STREET SWEEPING ROW	1300 TONS OF LIMESTONE FOR PUBLIC SERVICES (SEALED BID 5764)	$58,500.00	(228600) VULCAN CONSTRUCTION MATERIALS LP

Adopted:

_____
City Clerk

Bill To	Requisition 00003988-00 FY 2023
ACCOUNTS PAYABLE	PO 23003702
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes AS PER MY BID #5764 AND QUOTE BY ANTHONY GRIJALVA.			
001	LIMESTONE #57, TO BE PICKED UP BY CITY TRUCK. Vendor Item Inventory Item/Loc 16143	400.00 TON	45.00000	18000.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			18000.00

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 18000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020. PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES	18000.00	5154059.85

Bill To	Requisition 00003988-00 FY 2023
ACCOUNTS PAYABLE	PO 23003702
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

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PUB WORKS-STREET SWEEPING
770 GAYLE STREET
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MOBILE, AL 36604

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BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	01/12/23	JAMES NEESE JR	GL Allocation changed
Approved	01/05/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/05/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/05/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/05/23	MARC VASSALLO	
Approved	01/12/23	KINA ANDREWS	(Resubmittal)
Approved	01/12/23	JAMES DELAPP	Auto approved by: 910515803
Approved	01/12/23	CASI CALLAWAY	Auto approved by: 910515803
Approved	01/12/23	MARC VASSALLO	Auto approved by: 910515803
Approved	01/12/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/12/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/12/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/12/23	JOHN PAINE	Approved by: 9105neej
Approved	01/12/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004271-00 FY 2023
ACCOUNTS PAYABLE	PO 23003698
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5764 AND QUOTE BY ANTHONY GRIJALVA.			
001	LIMESTONE #57, TO BE PICKED UP BY CITY TRUCK.	900.00 TON	45.00000	40500.00
	Vendor Item			
	Inventory Item/Loc 16143			
1	1000.40.20.2070.2086.2070.0000.0000.44020.			40500.00

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 40500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	40500.00	5154059.85
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

Bill To	Requisition 00004271-00 FY 2023
ACCOUNTS PAYABLE	PO 23003698
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

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PUB WORKS-STREET SWEEPING
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Deliver To
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770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	01/12/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/12/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/12/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/12/23	MARC VASSALLO	
Approved	01/12/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/12/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/12/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/12/23	JOHN PAINE	Approved by: 9105neej
Approved	01/12/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID #5764

AGGREGATE ANALYSIS

1300 TONS LIMESTONE #57, TO BE PICKED UP BY CITY TRUCKS

PUBLIC WORKS-STREET SWEEPING

REQ #3988-----400 TONS. REQ #4271-----900 TONS

VULCAN CONSTRUCTION MATERIALS	**$45.00/TON**
MARTIN MARIETTA	**$45.84/TON**
PREMIER HOLDINGS CO	**$46.00/TON**

OPENED: 12:01 PM, THURSDAY, JANUARY 12, 2023

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/10/2023	5764	Various	As Per Purchase Order

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

AGGREGATE

The City of Mobile is requesting bids for Aggregate as per attached RFQ.

Prices quoted on this bid are to be held firm until May 31, 2023.

Stated price is to include any and all charges.

State pricing on attached RFQ.

Exact quantities cannot be determined at this time.

State any special conditions or ordering instructions.

Please remember to sign this original bid sheet and return with RFQ.

Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated.

No bid bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					
	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.					
	Be sure to sign and return this page including the terms and conditions on the reverse of page 1.					
	THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.					
	If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID #5764

1300 TONS LIMESTONE #57, TO BE PICKED UP BY CITY TRUCKS.

TON PRICE_____.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Autonation Ford Mobile for four F250 utility body trucks for facility maintenance department.
General fund/Motor Pool

Amount of Contract:

$238,314.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230117 Autonation Agenda Package POs	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3368	2023	(F7000) MOTOR POOL	4 FORD F250 UTILITY BODY TRUCKS FOR FACILITY MAINTENANCE DEPARTMENT (SEALED BID 5750)	$238,314.00	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00003368-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	270013	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2022 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. VENDOR TO PROVIDE 2022 F250 SUPERCAB WITYH KNAPHEIDE 696FJ40 UTILITY BODY AS PER MY BID #5750 AND YOUR QUOTE Additional Description Notes --- 2023 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. REQUESTED BY 3035 FACILITY MAINTENANCE.	4.00 EACH	59578.50000	238314.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			238314.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 238314.00

Bill To	Requisition 00003368-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	270013	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	238314.00	57945.45

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	238314.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Approved	01/16/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/16/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/16/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/16/23	JOHN PAINE	
Approved	01/16/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5750
¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY

1 BID RECEIVED:	AUTONATION FORD
	2022 F250 EXTENDED CAB WITH UTILITY BODY
	$59,578.50

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: 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:
12/19/2022	5750	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 2-8	**¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY** Vendor to provide chassis with Reading Model U98 Body, or equal, already mounted to chassis. Chassis Make_____ Model_____ Body Make_____ Model_____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____ The Chassis are ¾ Ton Extended Cab Chassis with single rear wheels, gasoline engines and C.A. of 56 inches. Upon award, the City will purchase a minimum of two (2) trucks with utility bodies. The City may purchase up to six (6) additional trucks with utility bodies following 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.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

Price to be firm for a six (6) month period following the award of this bid.

City of Mobile Business license required. See Item 14 on reverse.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 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.

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	____	____
2. EXTENDED CAB	____	____
3. GASOLINE ENGINE	____	____
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	____	____
5. SINGLE REAR AXLE	____	____
6. ALL WEATHER TIRES	____	____
7. AIR CONDITIONING	____	____
8. VINYL SEATS	____	____
9. CHASSIS COLOR TO BE WHITE	____	____
10. TOWING PACKAGE	____	____
11. SPARE TIRE WITH CRANK DOWN STORAGE	____	____
12. CAB TO AXLE – 56 INCHES	____	____

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

	YES	NO
1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.	____	____
2. Floor - The floor plate is to be constructed of a minimum of 12-gauge treadplate with a 13/8"return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	____	____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	____	____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 12"high and be a slammable style.	____	____
5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements.	____	____
6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	____	____
7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage.	____	____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	____	____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	____	____
10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.)	____	____

11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. ____ ____

12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. ____ ____

13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. ____ ____

14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. ____ ____

15. Final Paint - Factory painted white inside of compartments and exterior of body. ____ ____

16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. ____ ____

17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. ____ ____

18. Warranty - The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record. ____ ____

19. No Rust-Thru Guarantee ____ ____

20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. ____ ____

21. Latches and Lock Cylinders -Guaranteed against failure. ____ ____

22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. ____ ____

23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. ____ ____

24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. ____ ____

25. Lighting Wire - Wires must be retained by a fastening system. ____ ____

26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. ____ ____

27. Bumper - Drop step bumper with pintle recess cutout. ____ ____

28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. ____ ____

29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than %" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water ____ ____

30. There shall be four (4) drain holes, one in each comer, each drain hole shall have an opening no less than 3/4% open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. ____ ____

31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. ____ ____

32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. ____ ____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for a 2023 Ford Expedition SUV for Animal Services.
General fund/Motor Pool

Amount of Contract:

$51,657.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230117 Stivers Agenda Package POs	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4337	2023	(F7000) MOTOR POOL	2023 FORD EXPEDITION SUV FOR ANIMAL SERVICES (AL STATE CONTRACT)	$51,657.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004337-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	292393	01/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE SUV AS SPECIFIED: 2023 FORD EXPEDITION 4 DOOR SUV 2WD WHITE IN COLOR. MODEL SERIES U1F ORDER CODE 102A TO INCLUDE OPTIONS XL, 101A 52L AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA22000003121-4 AND YOUR QUOTE PRICE INCLUDES A DELIVERY FEE OF $344.00 BASED ON STATE CONTRACT OF $2.00 PER MILE DELIVERY AND DISTANCE OF 172 MILES	1.00 EACH	50969.00000	50969.00

Additional Description Notes

2022 OR NEWER FORD EXPEDITION 4 DOOR SUV. REQUESTED BY DEPT 1546 ANIMAL SERVICES.

The Above Line Item Is Required By: 12/06/22

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP01546 .VEHICLEEXP.	.	50969.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL

Bill To	Requisition 00004337-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	292393	01/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	745 BROAD STREET MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	344.00000	688.00
	Vendor Item Inventory Item/Loc 14009 *Amount reflects $344.00 freight.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01546 .VEHICLEEXP. .			688.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 51657.00

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

Account	Amount	Remaining Budget
E MP01546 .VEHICLEEXP. .	51657.00	1486.80

Bill To	Requisition 00004337-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	292393	01/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	51657.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
CCancelled	01/12/23	JOHN PAINE	GL Allocation changed
Approved	01/13/23	CHARLES SUMRALL	
Queued	01/13/23	KINA ANDREWS	
Queued	01/13/23	JAMES DELAPP	
Queued	01/13/23	CASI CALLAWAY	
Queued	01/13/23	MARC VASSALLO	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003121

Linked Solicitation
Ford Law Enforcement T191L - Bid -

Sourcing Number
SRC0000007867

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/13/2022

End Date
6/13/2023

Documents

- 2023 Order Bank Opening Updates.pdf

Items

- Master_Agreement_ Stivers LE.pdf
- Updated Ford L E Lines T191L 8-17-22.pdf
- Updated Ford L E Lines T191L 5-23-22.pdf
- Master_Agreement_V2.pdf

Item Name	Product Code		UOM
Ford Police Interceptor Utility	220000003121-1	38,320.00	Each
Ford F150 Police Responder	220000003121-2	39,429.00	Each
Ford Expedition SSV	220000003121-4	45,569.00	Each
Ford Expedition Max SSV	220000003121-5	47,523.00	Each
Ford Transit PTV	220000003121-6	38,115.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProtecVideo LLC for annual Eagle Eye surveillance camera service and support and annual license-plate recognition camera licenses for MPD Cyber.
General fund.

Amount of Contract:

$262,168.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230117 Protec Agenda Package POs	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4252	2023	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF EAGLE EYE CAMERA SOFTWARE/SUPPORT AND ALPR CAMERA LICENSES (BID EXEMPT AS SOLE SOURCE RENEWAL AND 41-16-51(A)(15) SECURITY/SAFETY),	$262,168.00	(294102) PROTECVIDEO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00004252-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PROTECVIDEO LLC	GULF COAST TECHNOLOGY CENTER
P O BOX 7641	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
SPANISH FORT, AL 36577	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-610-6802	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER INVOICE #5456. RENEWAL OF EXISTING LAW ENFORCEMENT SENSITIVE DATA AND SOFTWARE. NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY.			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	262168.00000	262168.00
	Additional Description Notes			
	TO INCLUDE THE FOLLOWING: Srv001 Annual EE Gen Surv Camera Service RENEWAL Qty. 227 @ $114 = $25,572.00 Srv001. Annual EE Cloud Service for covert camera system support Qty. 1 @ $54,850.00 Srv017. Annual ALPR Camera License Renewal (NON-EE) Qty. 189 @ $960.00 = $181,440.00 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42200.			262168.00

Bill To	Requisition 00004252-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PROTECVIDEO LLC	GULF COAST TECHNOLOGY CENTER
P O BOX 7641	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
SPANISH FORT, AL 36577	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-610-6802	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 262168.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42200.	262168.00	10820987.61
POLICE CYBER DIVISION EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	01/13/23	DONALD ROSE	Approved by: 9105fola
Approved	01/13/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/13/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/13/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/13/23	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	01/13/23	ANNE FOLEY	Auto approved by: 910516727

Bill To	Requisition 00004252-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PROTECVIDEO LLC	GULF COAST TECHNOLOGY CENTER
P O BOX 7641	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
SPANISH FORT, AL 36577	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-610-6802	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel for City Garage.

General fund.

Amount of Contract:

Total of all is $68,230.06

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230118 Agenda Package Fuel POs	Cover Memo	1/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4384	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,165.41	(279229) PETROLEUM TRADERS CORPORATION
4385	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,021.55	(279229) PETROLEUM TRADERS CORPORATION
4386	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,021.55	(279229) PETROLEUM TRADERS CORPORATION
4387	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,021.55	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00004384-00 FY 2023
MUNICIPAL GARAGE	PO 23003832
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229	01/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	6530.00 GALLON	2.59000	16912.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16912.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	6530.00 EACH	0.03870	252.71
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			252.71

Bill To	Requisition 00004384-00 FY 2023
MUNICIPAL GARAGE	PO 23003832
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229	01/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17165.41

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17165.41	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/17/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/17/23	JAMES NEESE JR	

Bill To	Requisition 00004384-00 FY 2023
MUNICIPAL GARAGE	PO 23003832
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229	01/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004385-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	6500.00 GALLON	2.58000	16770.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16770.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	6500.00 EACH	0.03870	251.55
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00004385-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17021.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17021.55	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/18/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/18/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/18/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/18/23	JAMES NEESE JR	

Bill To	Requisition 00004385-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004386-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	6500.00 GALLON	2.58000	16770.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16770.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	6500.00 EACH	0.03870	251.55
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00004386-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17021.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17021.55	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/18/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/18/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/18/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/18/23	JAMES NEESE JR	

Bill To	Requisition 00004386-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004387-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	6500.00 GALLON	2.58000	16770.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16770.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	6500.00 EACH	0.03870	251.55
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00004387-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17021.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17021.55	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/18/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/18/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/18/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/18/23	JAMES NEESE JR	

Bill To	Requisition 00004387-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

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

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

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

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

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

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

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

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

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

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

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

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

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.

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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.

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

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

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.

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				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.

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

Page 6 of 6

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mitylite Inc for 40ft x40ft and 25ft x 32ft dance floor kits for the Convention Center.
CIP

Amount of Contract:

$207,806.32

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 Mitylite Agenda Package POs	Cover Memo	1/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4183	2023	(F6080) CONVENTION CENTER	40FT X 40FT AND 24FT X 32FT DANCE FLOOR KITS FOR CONVENTION CENTER (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$207,806.32	(297671) MITYLITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BUY BOARD CONTRACT 667-22 AND YOUR QUOTE #SQ137113 DATED 1/18/23. MITY CUSTOMER #485165. CONTACT BRANDT WELHELM AT 251-208-2127 OR 251-545-8951 48 HOURS BEFORE DELIVERY. EMAIL PO TO: Jeremy.Spencer@mityinc.com			
001	DANCE FLOORS MAGNATTACH V3 DANCE FLOOR KIT 40X40 MAGKIT40X40STLSV3 Panel: Studio Teak Edge & Corner Color: Silver Panels: 100 Edges: 36 Corners: 4 Carts: 4 Vendor Item	2.00 EACH	78815.03000	157630.06
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			157630.06

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Deliver To

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
002	MAGNATTACH V3 DANCE FLOOR KIT 24X32 MAGKIT24X32STLSV3 Panel: Studio Teak Edge & Corner Color: Silver Panels: 48 Edges: 24 Corners: 4 Carts: 2 Vendor Item	1.00 EACH	38892.56000	38892.56
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			38892.56
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
003	MG2 SIL 2 STEEL EDGE RAMP V2 ER2SILV2 Vendor Item	10.00 EACH	150.00000	1500.00

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1500.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
004	MG2 SIL 3 STEEL EDGE RAMP V2 ER3SILV2 Vendor Item	10.00 EACH	150.00000	1500.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1500.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT			

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
005	Magnattach V2 Silver Corner SET CRSET4SILV2 Vendor Item	4.00 EACH	772.00000	3088.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			3088.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
006	FREIGHT	1.00 EACH	5195.70000	5195.70
	Additional Description Notes --- NOTE: THE CITY OF MOBILE DOES NOT NORMALLY PAY A DEPOSIT.			

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item			
	Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0261 .OPERSUPPLS. .			5195.70

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 207806.32

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

Account	Amount	Remaining Budget
E C0261 .OPERSUPPLS. .	207806.32	91377.41

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	207806.32	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	01/12/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/12/23	CASSIE BOATWRIGHT	
Approved	01/12/23	BRENDA RHODES	
Approved	01/12/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/12/23	RELYA MALLORY	Auto approved by: 910511034
Approved	01/18/23	DONALD ROSE	Approved by: 9105fola
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/18/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/18/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 4, 2022

Sent Via Email: john.king@mityinc.com

John King
Mity-Lite
1301 West 400 North
Orem, UT 840567

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 667-22, Furniture for School, Office, Science, Library and Dormitory

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2022 through March 31, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 667-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mitylite Inc for 1000 chairs for the Convention Center.

CIP.

Amount of Contract:

$127,880.92

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 Mitylite2 Agenda Package POs	Cover Memo	1/18/2023

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4174	2023	(F6080) CONVENTION CENTER	1000 CHAIRS FOR CONVENTION CENTER (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$127,880.92	(297671) MITYLITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004174-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER BUY BOARD CONTRACT 667-22 AND YOUR QUOTE #SQ137111.			
	CONTACT BRANDT WELHELM AT 251-208-2127 OR 251-545-8951 48 HOURS BEFORE DELIVERY.			
001	CLASSIC SQUARE OPEN CHAIR	1000.00	120.00000	120000.00
	CLSQO2M020017140W 50 Finish:	EACH		
	Silver AR Back: Fixed Seam Style:			
	Waterfall Ganging: Wire Leg:			
	Standard Chair Upholstery: Mobile			
	- Blue			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0261 .OPERSUPPLS. .			120000.00
	Ship To			
	CONVENTION CENTER			
	1 SOUTH WATER			
	MOBILE, AL 36602			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	CONVENTION CENTER			
	1 SOUTH WATER			
	MOBILE, AL 36602			

Bill To	Requisition 00004174-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	7880.92000	7880.92
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			7880.92

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 127880.92

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

Account	Amount	Remaining Budget
E C0261 .OPERSUPPLS. .	127880.92	91377.41

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.		

Bill To	Requisition 00004174-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

Account		Amount	Remaining Budget
		127880.92	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/12/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/12/23	CASSIE BOATWRIGHT	
Approved	01/12/23	BRENDA RHODES	
Approved	01/12/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/12/23	RELYA MALLORY	Auto approved by: 910511034
Approved	01/18/23	DONALD ROSE	Approved by: 9105fola
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/18/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/18/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 4, 2022

Sent Via Email: john.king@mityinc.com

John King
Mity-Lite
1301 West 400 North
Orem, UT 840567

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 667-22, Furniture for School, Office, Science, Library and Dormitory

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2022 through March 31, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 667-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to K&K Systems Inc for four solar-powered, radar-feedback speed limit signs for Traffic Engineering.
General fund.

Amount of Contract:

$18,217.92

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 KK Agenda Package POs	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3927	2023	(2060) TRAFFIC ENGINEERING	4 SOLAR-POWERED RADAR-FEEDBACK SPEED LIMIT SIGNS (BUYBOARD COPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$18,217.92	(294556) K&K SYSTEMS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003927-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/04/23	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER BUYBOARD CONTRACT #608-20 EXPIRES 5/31/2023 AND YOUR QUOTE Q230106CP-9			
001	SPEED LIMIT SIGN 30" X 36", HIGH INTENSITY, 8 LEDS, DC20 SOLAR PACK WITH MOUNTING BRACKET, SPLASHER (CONTROLLER) AND 18A BATTERY, HORIZONTAL RECTANGLE MOUNTING KIT (FAMUTCDKIT) INCLUDED. MODEL # R2-13036-HI-8-DC20 COMPLETE WITH OPTIONS AND ACCESSORIES PER QUOTE Q230106CP-9	4.00 EACH	4554.48000	18217.92
1	1000.40.20.3005.2060.3005.0000.0000.44020.			18217.92

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00003927-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
K&K SYSTEMS INC	TRAFFIC ENGINEERING
687 PALMETTO RD	852 GAYLE STREET
	MOBILE, AL 36604
TUPELO, MS 38801	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#888-414-3003	Delivery Reference
Fax 662-566-7123	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/04/23	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 18217.92

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	18217.92	866176.04
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Queued	01/09/23	DONALD ROSE	
Queued	01/09/23	SANDRA LEWIS	
Queued	01/09/23	KAREN NAMAN	
Queued	01/09/23	JOHN PAINE	
Queued	01/09/23	MICHAEL SPAFFORD	
Queued	01/09/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 2, 2022

Sent via email to: arobinson@k-ksystems.com

Amanda Robinson
K&K Systems, Inc.
687 Palmetto Rd
Tupelo, MS 38801

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 608-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 608-20, for which the current term is set to expire May 31, 2022. At this time, the BuyBoard is renewing your contract through May 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 26, 2021

Sent via email to: arobinson@k-ksystems.com

Amanda Robinson
K&K Systems, Inc.
687 Palmetto Rd
Tupelo MS 38801

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 608-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 608-20 effective June 1, 2020 through May 31, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2022.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TS Wall & Sons Inc for flooring for Fire Training Center Training Building.
CIP

Amount of Contract:

$21,687.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230119 TSWall Agenda Package POs	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4608	2023	(3032) ARCHITECTURAL ENGINEERING	FLOORING FOR FIRE TRAINING CENTER TRAINING BUILDING (SELAED BID 5754)	$21,687.00	(231625) T S WALL & SONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004608-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
T S WALL & SONS INC	PUBLIC BUILDINGS
140 EAST I-65 SERVICE RD N	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36607	
Tel#251-471-4446	Delivery Reference
Fax 251-473-2110	BRENDA PARKER
	Deliver To
	PUBLIC BUILDINGS
	850 OWENS STREET
	MOBILE, AL 36604
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	FLOORING FOR MFR TRAINING CENTER, VENDOR RESPONSIBLE TO PROVIDE & INSTALL FLOORING AS PER CITY OF MOBILE BID #5754. VENDOR TO PROVIDE ALL PRODUCTS NECESSARY TO INSTALL THE FLOOR. VENDOR SHALL PROVIDE INTERFACE CLASS III HIGH PERFORMANCE VINYL FLOORING MOUSSE IN COLOR. VENDOR HAS 2 WEEKS FROM ISSUANCE OF PURCHASE ORDER TO COMPLETE THE INSTALLATION. AS PER CITY OF MOBILE BID #5754 AND VENDOR'S QUOTE.	1.00 LOT	21687.00000	21687.00

Additional Description Notes

VENDOR TO PROVIDE ALL PRODUCTS NECESSARY TO INSTALL THE FLOOR.

VENDOR SHALL PROVIDE INTERFACE CLASS III HIGH PERFORMANCE VINYL FLOORING MOUSSE IN COLOR.

VENDOR HAS 2 WEEKS FROM ISSUANCE OF PURCHASE ORDER TO COMPLETE THE INSTALLATION.

AS PER CITY OF MOBILE BID #5754 AND VENDOR'S QUOTE.

1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E C0474 .CONSTRUCTN. .			21687.00

Bill To	Requisition 00004608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446 Fax 251-473-2110	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 21687.00

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

Account	Amount	Remaining Budget
E C0474 .CONSTRUCTN. .	21687.00	1465197.69

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	21687.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Queued	01/19/23	JEREMY LAMI	
Queued	01/19/23	BARRY GLISSON	

Bill To	Requisition 00004608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446 Fax 251-473-2110	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	01/19/23 JAMES FRANK			
	Pending	BRENDA RHODES			
	Pending	TIFFANY HOLLINS			
	Pending	RELYA MALLORY			
	Pending	DONALD ROSE			
	Pending	SANDRA LEWIS			
	Pending	KAREN NAMAN			
	Pending	JOHN PAINE			
	Pending	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR

BID #5754

HIGH PERFORMANCE VINYL FLOORING TO BE INSTALLED IN PORTABLE BUILDING

TS WALL	$21,687.00
SUN FLOORING/ SOUTH CYPRESS	$24,950.00
DELTA FLOORING	$24,952.00
INTEGRITY MAINTENANCE	$31,168.76

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: 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:
12/28/2022	5754	Architectural Engineering	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

HIGH PERFORMANCE VINYL FLOORING TO BE INSTALLED IN PORTABLE BUILDING

Vendor to provide and install Class III high-performance printed vinyl tile in City of Mobile-owned portable building.

Vendor will be required to provide all materials necessary to install the tile.

City of Mobile provides a drawing of the floor plan of the building with this bid.

There will be no pre-bid walk-through as the building is not yet delivered to the City of Mobile.

Vendors will need to work from the City-provided drawing.

Price to include all tile, adhesive, cove base, etc., to install the floor over a wooden floor.

Price for complete job $_____

Time to begin install after issuance of Purchase Order

_____

Warranty on Tile _____

Labor Warranty _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

Manufacturer of Tile _____

Tile Model _____

Color of Tile _____

A sample of tile in correct color may be required.

If requested, sample must be delivered within 48 hours of the request of the Purchasing Department.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the City of Mobile 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 _____

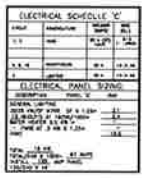
We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

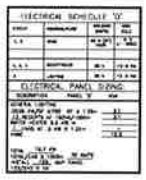
GENERAL SPECIFICATIONS

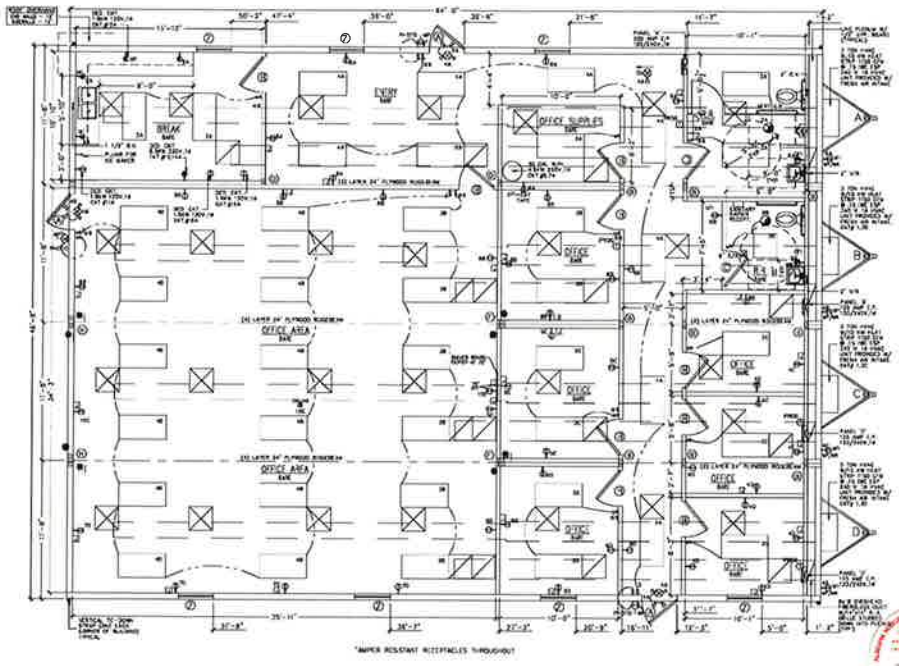
- Class III high-performance printed vinyl tile
- Wear layer thickness approximately 21 mil
- Total thickness between 4.0 and 5.0 mm
- Commercial grade backing
- Ceramor or equal finish
- IIC sound rating (ASTM E492-09) IIC or equal
- Color to be "Mousse" or equal
- Cove rubber base to be black
- Vinyl joiner
- Vendor will be responsible to include all items not listed but necessary to install the tile.
- Minimum 1 year labor warranty
- Minimum 10 year warranty on the tile

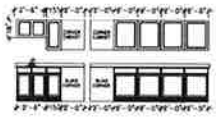
ACCESSIBILITY NOTES:

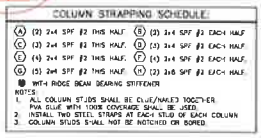
1. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE DISPLAYED AT ALL ACCESSIBLE RESTROOM FACILITIES AND AT ACCESSIBLE BUILDING ENTRANCES UNLESS ALL BUILDING ENTRANCES AND RESTROOMS ARE ACCESSIBLE. DIRECTIONAL SIGNS INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE
2. ACCESSIBLE DRINKING FOUNTAINS SHALL HAVE A SPOUT LOCATED NO HIGHER THAN 36 INCHES ABOVE THE FLOOR AND SHALL BE LOCATED NEAR THE FRONT OR SIDE OF THE DRINKING FOUNTAIN SO THAT THE USER DOES NOT HAVE TO REACH ACROSS THE UNIT TO ACTIVATE THE SPOUT.
3. WHERE DRINKING FOUNTAINS ALSO ACCOMMODATE PERSONS STANDING AND DRAWING ARE WITH THE FOLLOWING: SPOUTS SHALL BE LOCATED NOT LESS THAN 30 INCHES FROM THE VERTICAL SUPPORT AND SHALL DISPENSE WATER AT A HEIGHT NOT LESS THAN 36 INCHES AND NOT MORE THAN 42 INCHES ABOVE THE FLOOR. SPOUTS SHALL BE LOCATED NOT MORE THAN 6 INCHES FROM THE FRONT OF THE UNIT AND SHALL DIRECT THE WATER FLOW IN A TRAJECTORY PARALLEL TO THE FRONT OF THE UNIT OR TOWARD THE USER. SPOUTS SHALL BE FREE-FLOWING AND SHALL PROVIDE A FLOW OF WATER 4 INCHES HIGH MINIMUM MEASURED VERTICALLY FROM THE STREAM OF WATER WHEN THE SPOUT IS SET FOR THE MAXIMUM HEIGHT AND FLOW RATE.
4. DRINKING FOUNTAINS, WHETHER OPERABLE BY MECHANICAL OR ELECTRICAL POWER, SHALL BE EQUIPPED WITH BOTH MANUALLY AND AUTOMATICALLY OPERABLE CONTROLS. AUTOMATIC CONTROLS SHALL BE ACTIVATED BY BODY CONTACT OR BY APPROACH WITHIN 9 INCHES OF THE SENSOR. THE AUTOMATIC CONTROL SHALL NOT REQUIRE MORE THAN 5 POUNDS (22.2 N) OF FORCE TO OPERATE. MANUAL CONTROLS SHALL BE LOCATED ON THE FRONT OR NEAR THE FRONT OF THE UNIT, WITHIN THE REACH RANGES SPECIFIED IN 308. THE MANUAL CONTROL SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE MANUAL CONTROLS SHALL BE 5 POUNDS (22.2 N) MAXIMUM.
5. WHERE EMERGENCY WARNING SYSTEMS ARE PROVIDED, THEY SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS. AUDIBLE ALARMS SHALL COMPLY WITH 702. VISUAL ALARMS SHALL BE PLACED NO HIGHER THAN 6 INCHES BELOW THE TOP OF THE WALL.
6. ALL DOORS NOT REQUIRED TO BE ACCESSIBLE BY THE PROVISIONS OF 206.4 SHALL BE ACCESSIBLE BY AT LEAST ONE ACCESSIBLE DOOR. ACCESSIBLE DOORS SHALL BE ON AN ACCESSIBLE ROUTE. ACCESSIBLE DOORS SHALL NOT BE LOCATED WHERE THE NEAREST EDGE OF THE DOOR WHEN OPEN 90 DEGREES IS LESS THAN 48 INCHES (1220 MM) FROM THE NEAREST EDGE OF THE NEXT DOOR OPENING ONTO THE SAME SPACE. THE MINIMUM CLEAR WIDTH OF DOORWAYS SHALL BE 32 INCHES (815 MM) MINIMUM WHEN THE DOOR IS OPEN 90 DEGREES, MEASURED BETWEEN THE FACE OF THE DOOR AND THE OPPOSITE STOP. DOORWAYS WITH TWO DOORS IN SERIES SHALL HAVE THE DISTANCE BETWEEN THE DOORS PLUS ONE FULL WIDTH OF THE DOOR SWINGING INTO THE SPACE. THE DOORS SHALL NOT REDUCE THE REQUIRED WIDTH WHEN SWINGING INTO THE SPACE. DOORS IN SERIES SHALL SWING EITHER IN THE SAME DIRECTION OR AWAY FROM THE SPACE BETWEEN THE DOORS.
7. ACCESSIBLE DOORS SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. DOOR OPENING FORCE SHALL NOT EXCEED 5 LBF (22.2 N). DOORS SHALL BE SET AND LATCHED WITH A FORCE OF NOT MORE THAN 5 LBF (22.2 N). THE FORCE FOR PUSHING OPEN A DOOR OR GATE MEASURED AT THE LATCH SHALL BE APPLIED PERPENDICULAR TO THE DOOR.

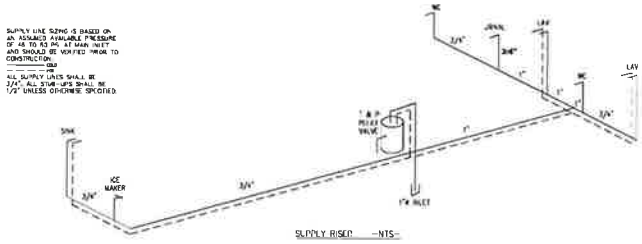












TITAN MODULAR SYSTEMS, INC.
153 INDUSTRIAL DRIVE
ALMA, GA 31510
(912) 632-3344

APOLLO MODULAR SYSTEMS, INC.
9150 HOLLOWAY BLVD.
DOUGLAS, GA 31533 (912) 632-3344

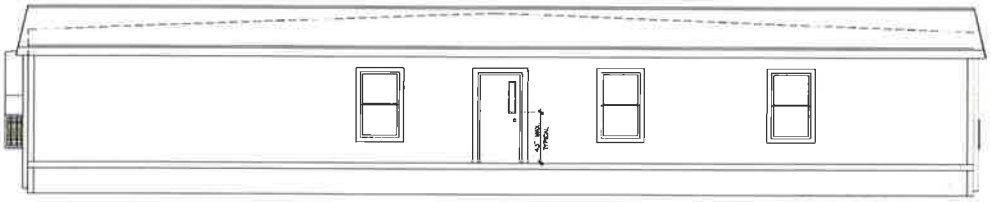
DATE:	8-23-22
SCALE:	1/4"=1'-0"
CHECK:	SEE NOTES
STATES:	AL
REFERENCE:	7105
REVISIONS:	
BY:	W.F.W.

IMS/AMS 7105 A-D
48'-8" x 64'-0" BUSINESS

FLOOR PLAN

SYSTEMATIC MOBILE

SHEET: 2 OF 4



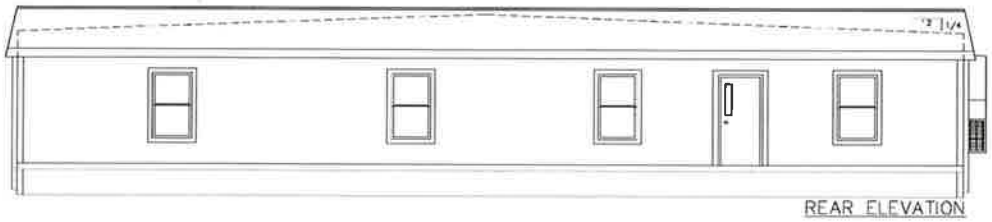
FRONT ELEVATION

ELEVATION NOTES: TYPICAL

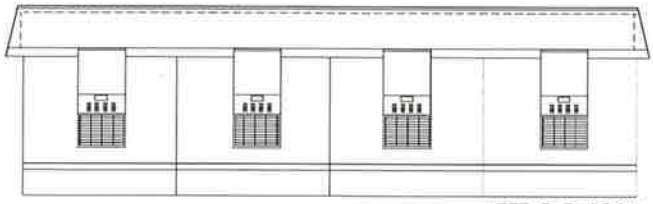
SEE CROSS SECTION FOR METHOD OF WOOD VENTILATION

ACCESSIBLE RAMP(S), STAIR(S), AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS, AND SUBJECT TO LOCAL JURISDICTION

FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/150TH OF THE FLOOR AREA, AND AN 18" X 24" MINIMUM CRAWL SPACE ACCESS, SITE INSTALLED BY OTHERS SUBJECT TO LOCAL JURISDICTION

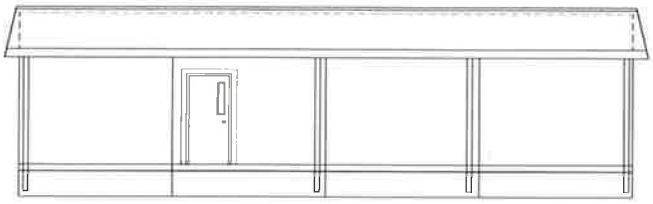


REAR ELEVATION



LEFT ELEVATION

OVERHANG:
ENDWALLS: 12"
SIDEWALLS: 12"



RIGHT ELEVATION

GCMC APPROVED Oct 03 2022

JEFFREY THOMPSON

CONSULTING ENGINEER
WALTER C. WOOD, P.E.
168 W. LONGLEAF DR.
SYLVESTER, GA. 31791

No. 35517
REGISTERED
GEORGIA
WALTER C. WOOD

10-03-2022

TITAN MODULAR SYSTEMS, INC.
162 INDUSTRIAL DRIVE
NAHUNTA, GA. 31553
(912) 632-3344

APOLLO MODULAR SYSTEMS, INC.
8122 INDUSTRIAL BLVD
DOUGLAS, GA. 31533
(912) 632-3344

DATE: 9-27-22		
SCALE: NO SCALE		
CODES: SEE NOTES		
STATES: AL	REVISIONS:	BY:
REFERENCE: 7105		WFW
	IMS/AMS 7105 A-D 48'-8" x 84'-0" BUSINESS	SHEET:
	ELEVATIONS	3 OF 4

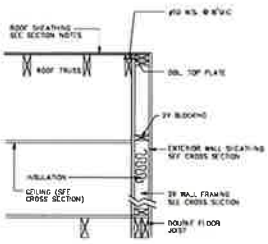
INTERIOR FINISH MATERIAL:

CEILING	–	1-HRD CEILING INSTALLED PER MANUFACTURERS SPECS
WALL	–	5/8" TYPE 'X' GYP. BOARD (VCQ THROUGHOUT) INSTALLED PER MANUFACTURES SPECIFICATIONS.
FLOOR	–	FLOOR FINISHES SHALL BE NO LESS THAN CLASS II LISTED PRODUCT
NOTE	–	INTERIOR FINISHES SHALL BE CLASS "A" FOR EXITS AND OTHER THAN EXITS SHALL BE 'A' OR 'B'

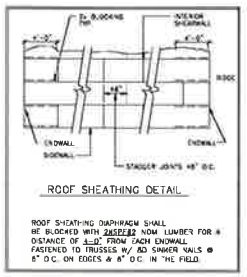
EXTERIOR FINISH MATERIAL:

ROOF – MULE-HIDE 060 MIL (WHITE) EPDM (ESR-1483) FULLY ADHERED TO 7/16" OSB OR 1/2" PLYWOOD WITH MULE HIDE FR ADHESIVE IN ACCORDANCE WITH INTERTEK REPORT CCRR-1078 (CLASS C ROOF)

WALL – 7/16" SMART PANEL SIDING OVER APPROVED MOISTURE BARRIER (DUPONT TYVEK ESR 2375) INSTALLED PER MANUFACTURERS SPECIFICATIONS



BAL OON END WALL DETAIL



ROOF SHEATHING DETAIL

ROOF SHEATHING DIAPHRAGM SHALL BE BLOCKED WITH 2X6PER#2 NOM LUMBER FOR A DISTANCE OF 4'-0" FROM EACH ENDWALL FASTENED TO TRUSSES W/ 8D SINKER NAILS @ 6" O.C. ON EDGES & 8" O.C. IN "THE FIELD.

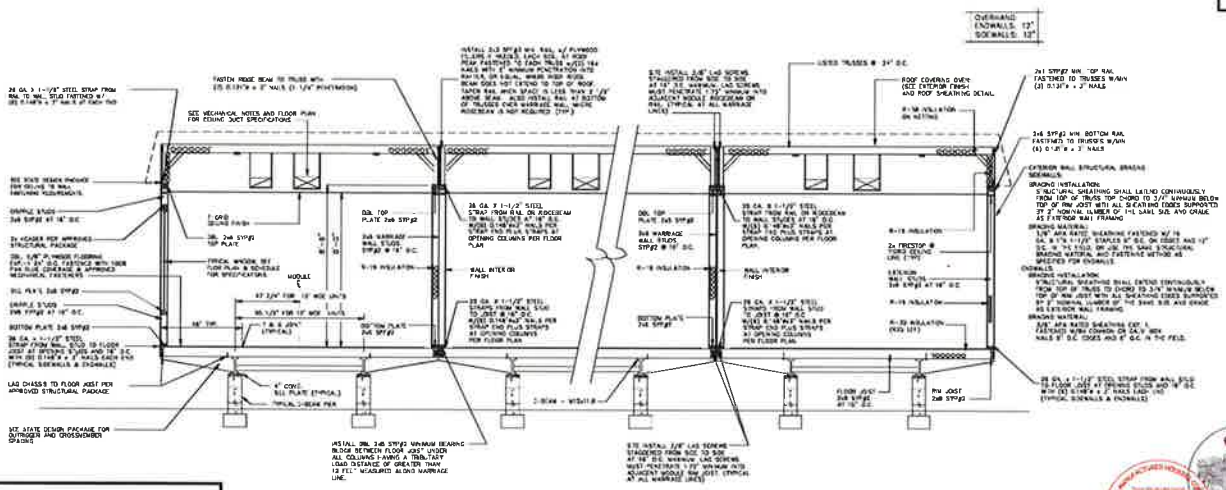
APPROVED TRUSS DESIGN:

TRUSS MANUFACTURER: UNIVERSAL

TRUSS DRAWING # F0609703

TRUSS DRAWING # F0741110

F0609704



GENERAL CROSS-SECTION NOTES:

1. UNLESS OTHERWISE SPECIFIED, ALL STEEL MUST COMPLY W/ ASTM A36, YIELD STRENGTH = 36 KSI.
2. ALL LAG SCREWS MUST COMPLY W/ ANSI/ [illegible]
3. SEE FOUNDATION PLAN FOR PIER AND TIE-DOWN STRAPPING LOCATIONS, ORIENTATIONS, AND SPECIFICATIONS.

RIDGE BEAM CONSTRUCTION:

SEE FLOOR PLAN) 3/4" PLYWOOD RATED SHEATHING (EXP-1, STRUCT-1, 5 PLY/3 LAYER, 48/24) EACH HALF CONTINUOUS ENTIRE LENGTH OF BUILDING

NOTES:

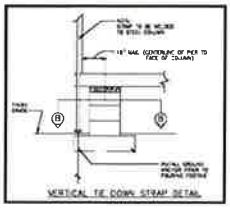
1. PLYWOOD FACE GRAIN MUST BE PARALLEL TO THE RIDGE BEAM SPAN.
2. ALL PLYWOOD BUTT JOINTS MUST BE STAGGERED 24" MINIMUM.
3. ALL RIDGE BEAM PLYWOOD LAMINATIONS MUST BE THE SAME DEPTH, THICKNESS, AND GRADE OF PLYWOOD. NO LUMBER OR PLYWOOD FLANGES ARE PERMITTED.
4. PLYWOOD MUST BE MANUFACTURED IN ACCORDANCE W/ PS 1-95.
5. PLYWOOD LAMINATIONS IN EACH HALF OF THE UNITS MUST BE GLUE NAILED TO ADJACENT HALF WITH [illegible] (SEE MARRIAGE PACKAGE FOR MECHANICAL FASTENER SPECIFICATIONS & SPACING REQUIREMENTS)
6. PLYWOOD MUST NOT BE TREATED BY A FIRE RETARDANT PROCESS.
7. MOISTURE CONTENT MUST BE LESS THAN 18%
8. BEAMS SUPPORTED BY ENDWALL COLUMNS MUST EXTEND CONTINUOUS OVER COLUMNS TO EXTERIOR FACE OF ENDWALL.
9. INSTALL (EA) 8 3/4" STP#3 RIDGE BEAM BEARING STIFFNER OVER SUPPORT COLUMNS, WHEN SPECIFIED ON FLOOR PLAN. FASTEN THE FACE OF THE STIFFNER TO THE RIDGE BEAM W/ 10PR (3 1/2" CONTACT) AND (8) 16 GA. x 2-1/2" STAPLES

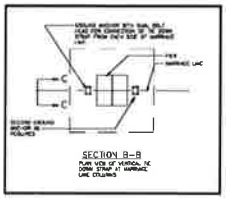
CONSULTING ENGINEER
WALTER E. WOOD, P.E.
168 W. LONGLEAF DR
SYLVESTER, GA 31791

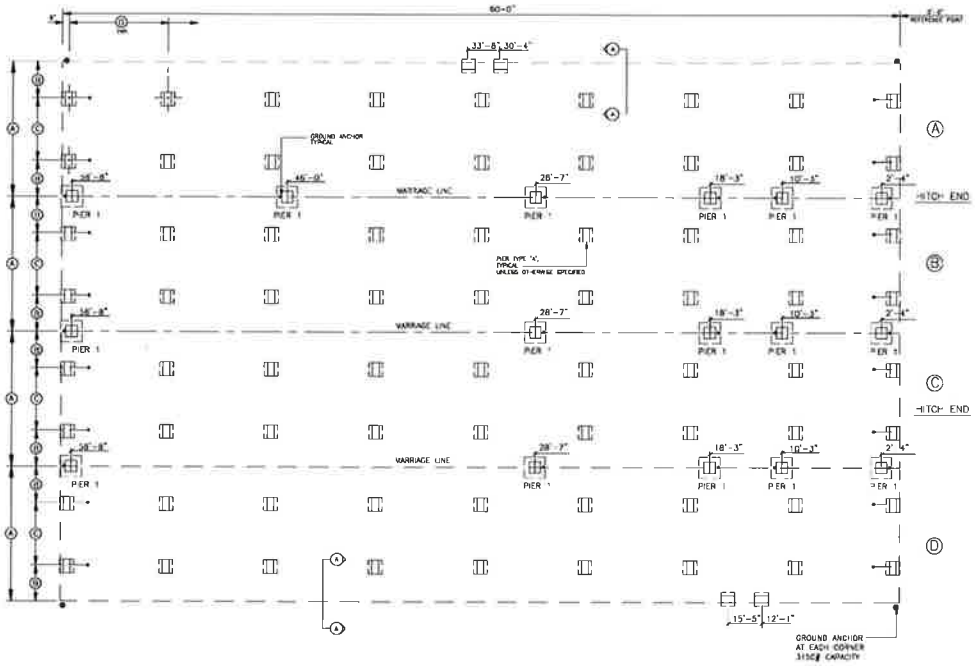
TITAN MODULAR SYSTEMS, INC.
182 INDUSTRIAL DRIVE
ALMA, GA 31510 (912) 632-3344

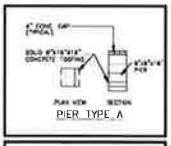
APOLLO MODULAR SYSTEMS, INC.
8122 HIGHLAND BLVD
DOUGLAS, GA 31533 (912) 632-3344

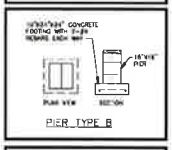
DATE: 9-27-22		
SCALE: NO SCALE		
CODES: SEE NOTES		
STATES: AL	REVISIONS	BY
REFERENCE: Plos		W.F.W
TMS/AMS 7105 A-D		SHEET
46'-8" x 64'-0" BUSINESS		
CROSS SECTION	DESIGNATION: M3W-3	4 OF 4

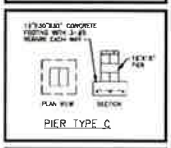


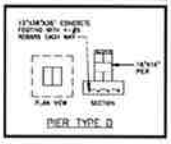












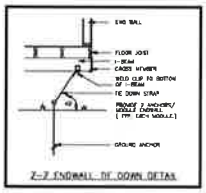
NOTE:
THIS FOUNDATION PLAN IS PROVIDED FOR REFERENCE AS A TYPICAL STANDARD. ACTUAL FOUNDATION CONDITIONS MUST BE EVALUATED FOR APPLICABILITY IF THIS PLAN IS TO BE USED. ALTERNATE FOUNDATION PLANS MAY BE DESIGNED BY OTHERS IN ACCORDANCE WITH THE REQUIREMENTS OF THE JURISDICTION HAVING AUTHORITY.

MARRIAGE WALL PIER REQUIREMENTS

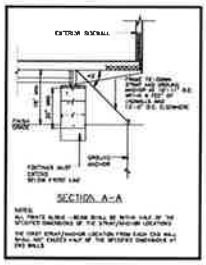
PIER NUMBER	MARRIAGE WALL BEARING CAPACITY	PIER TYPE	NUMBER OF VERTICAL TIE DOWN STRAPS REQUIRED EACH MARRIAGE WALL
1	3000 PSF	B	1
	4000 PSF	B	1

FOUNDATION NOTES:

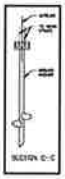
1. ALL FOUNDATION CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
2. TIE-DOWN STRAPS TO BE 1-1/4" X .035" TYPE-1, FINISH 8, GRADE 1 ZINC COATED STEEL STRAPPING CERTIFIED BY A REGISTERED ENGINEER OR ARCHITECT AS CONFORMING WITH ASTM D3953-91 TIE DOWN STRAPS AND CONNECTING HARDWARE SHALL HAVE A 3150 WORKING HORIZ. CAPACITY.
3. EACH GROUND ANCHOR SHALL HAVE A WORKING CAPACITY NO LESS THAN THE SUM OF THE REQUIRED WORKING CAPACITIES OF ALL TIE DOWN STRAPS CONNECTED TO IT. GROUND ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. SOIL TYPE, ANCHOR SPACING, ANCHOR EMBED LENGTH, NUMBER AND DIAMETER OF HELICES, ETC., TO BE AS SPECIFIED BY THE GROUND ANCHOR MANUFACTURER FOR THE ACTUAL SOIL TYPE ENCOUNTERED. IF THE HOLDING OR PULLOUT CAPACITIES OF GROUND ANCHORS ARE BELOW THE ASSUMED DESIGN VALUES, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR AN ALTERNATE ANCHORAGE DETAIL.
4. THE FIRST TIE-DOWN STRAP FROM UNDERHILLS SHALL NOT EXCEED 1'-2" THE MAXIMUM SPACING CRITERIA.
5. ALL PIERS SHALL BE CONSTRUCTED OF CONCRETE MASONRY UNITS. CONCRETE MASONRY UNITS SHALL BE USED IN TYPE N OR S MORTAR OR CONFORM WITH ALTERNATE MORTAR TYPES AS PERMITTED BY LOCAL CODE. MORTAR SHALL BE IN ACCORDANCE WITH ITS LISTING. PIER FOOTINGS SHALL BE AS DESCRIBED ABOVE.
6. MINIMUM CONCRETE FOOTING COMPRESSIVE STRENGTH 3,000 PSI AT 28 DAYS.
7. ALL REINFORCEMENT BARS SHALL COMPLY WITH ASTM A615, GRADE 60. REINFORCEMENT BARS SHALL BE CENTERED AND PLACED WITH 3" CLEARANCE FROM BOTTOM AND SIDES OF THE FOOTING.
8. SEE SHEET 1 OF 4 FOR PIERING DESIGN VALUES.
9. [illegible] PIERS MAY BE INSTALLED UP TO 12" FROM THE MARRIAGE WALL. ALL PIERS SHALL BE INSTALLED WITHIN 24" OF EACH PIER MUST BE LOCATED DIRECTLY UNDER THE I-BEAM CENTERLINE.
10. SOIL BEARING CAPACITY SHOWN ON THIS PLAN IS ASSUMED. IF THE ACTUAL SOIL BEARING CAPACITY IS LESS THAN 2,000 PSF, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR REQUIRED ALTERNATE FOUNDATION DESIGN. FOOTINGS SHALL BE PLACED ON NON-EXPANSIVE SOILS ONLY.
11. PIER ALL BLOCK PIER ON EACH SIDE OF ALL EXTERIOR DOOR OPENINGS. (MANUFACTURER'S RECOMMENDATION ONLY - OPTIONAL WITH NOT SHOWN) BLOCK ADJACENT TO WHICH BE REQUIRED TO INSURE SERVICEABILITY AFTER FINAL GRADING AND SITE WORK IS COMPLETE.
12. THE FOUNDATION DIMENSIONS SHOWN ON THIS MODEL LAYOUT ARE NOMINAL DIMENSIONS OF THE FACTORY BUILT MODULARS AND DO NOT ACCOUNT FOR GAPS BETWEEN MODULES THAT MAY OCCUR DURING INSTALLATION OF THE FOUNDATION SYSTEM. FOUNDATION CONTRACTOR AND MODULAR BUILDING INSTALLER MUST CONSULT TO DETERMINE IF ADJUSTMENTS TO PIER LOCATIONS ARE NEEDED TO ACCOUNT FOR TOLERANCES NEEDED DURING INSTALLATION OF THE BUILDING MODULES.
13. THE AREA UNDER MANUFACTURED HOUSE FOUNDATION SHALL HAVE ALL VEGETATION, STUMPS, ROOTS, AND FOREIGN MATERIALS REMOVED PRIOR TO THEIR CONSTRUCTION.



Z-7 ENDWALL TIE DOWN DETAIL



SECTION A-A



SECTION C-C

NOTICE TO FOUNDATION CONTRACTOR:
ALL DIMENSIONS, DETAILS AND NOTES ON THIS FOUNDATION PLAN MUST BE REVIEWED AND VERIFIED BY THE FOUNDATION CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE FOUNDATION. ANY APPARENT CONFLICTS, ERRORS OR OMISSIONS MUST BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR RESOLUTION PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR MUST OBTAIN APPROVAL OF THE FOUNDATION PLAN FROM THE LOCAL BUILDING DEPARTMENT PRIOR TO COMMENCING CONSTRUCTION AND MUST COMPLY WITH ALL STATE AND LOCAL CODE, APPROVAL AND AND INSPECTION REQUIREMENTS. GMC IS NOT THE DESIGNER OF THE BUILDING OR THE FOUNDATION AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONFLICTS, ERRORS, OMISSIONS OR FAILURES TO COMPLY WITH STATE OR LOCAL CODES.

FOUNDATION DIMENSIONS

A MODULE WIDTH	B PIER TO MODULE EDGE	C STEEL BEAM SPACING
16'-8"	28'-7 1/4"	85 1/2"

D MAXIMUM PIER SPACING	MINIMUM SOIL BEARING CAPACITY
5'-8"	2000 PSF
8'-6"	3000 PSF

NOTE:
THE NUMBER OF PIERS SHOWN ON THIS FOUNDATION PLAN IS NO INDICATION OF THE AMOUNT OF PIERS REQUIRED AND NEEDED FOR THIS BUILDING. SEE MARRIAGE PIER SPACING CHARTS ABOVE FOR THE CORRECT NUMBER OF PIERS REQUIRED FOR EACH SOIL BEARING CAPACITY.

GCMC APPROVED Oct 03 2022

JEFFREY THOMPSON

CONSULTING ENGINEER
WALTER E. WOOD, P.E.
188 W. LONGLEAF DR.
SWAINSBORO, GA. 2-701

VALID

10-03-2022

TITAN MODULAR SYSTEMS, INC.
182 INDUSTRIAL DRIVE
ALMA, GA 31510 (912) 632-3344

APOLLO MODULAR SYSTEMS, INC.
8122 INDUSTRIAL BLVD
SOUGLAS, GA 31533 (912) 632-3344

DATE: 8-23-22	
SCALE: NO SCALE	
CODES: SEE NOTES	
STATES: AL	REVISIONS
INSULATION: 2105	BY: W.E.W.
TMS/AMS 7105 A-D 46'-8" x 64'-0" BUSINESS	SHEET 1 OF 1
FOUNDATION	DESTINATION: MOBILE

STRUCTURAL LOAD LIMITATIONS:

FOUNDATION NOTES:

SYMBOLS:

STATE(S):

ALABAMA

FRAME TIE INSTALLATION INSTRUCTIONS

Promo Tie With Hook

SLOPED ASPHALT PARKING CONCRETE PAD DETAIL

SCALE: N.T.S.

FOUNDATION PLAN

WIND: 115/89 MPH - EXP. C

SOIL: 2000 P.S.F.

NOTE: ALL ANCHORS MUST BE STATE OF ALABAMA APPROVED.

NOTE: IF PIER "B" IS INSTALLED ANYWHERE UNDER BUILDING THEN THE PAD SIZE MUST BE CHANGED TO A PIER TYPE "B" PAD SIZE ALSO.

Foundation System

PIER "A"

SECTION "D"

SECTION "C"

PIER "B"

Installation of Longitudinal Struts

Installation of Lateral System

Ground Foundation System

Installation Instructions for Wind Zone I, II & III

Except Florida and California

By The Down Engineering

Updated: 10/16/2013

REQUIREMENTS

QUICK BUILDING MODULAR

TITAN MODULAR

FOUNDATION PLAN AND DETAILS

FD1

W.E.W.

STATE(S): AL

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

For the design and construction administration of a Public Safety Training Center

Amount of Contract:

$997,206.53

Funding Source

Project # Public Safety Training Center (design) MX-051-22	**Discretionary Funds**
Project String C0719 Public Safety Training Complex (20002000-42200)	**Contract Number:**4244
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MX-051-22 new Public Safety Training Center (design)	Cover Memo	1/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/11/2023 - 3:41 PM
Capital	Rhodes, Brenda	Approved	1/11/2023 - 5:09 PM
Legal	Kern, Chris	Approved	1/18/2023 - 11:43 AM
Mayors	Montgomery, Brandi	Approved	1/19/2023 - 2:37

Office PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWYN MILLS CAWOOD, INC.
Project Name:	MOBILE PUBLIC SAFETY TRAINING CENTER – NEW FACILITY
Project Number:	MX-051-22
Amount:	$997,206.53

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0719 – PUBLIC SAFETY TRAINING COMPLEX

CAPITAL PROJECT #: C0719 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-051-22

CONTRACT AMOUNT: $997,206.53

PROJECT DESCRIPTION: FOR THE DESIGN & CONSTRUCTION OBSERVATION OF A NEW TRAINING FACILITY FOR MOBILE PUBLIC SAFETY PROFESSIONALS .

VENDOR NAME: GOODWYN MILLS CAWOOD, INC.

VENDOR NUMBER: 276184

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y __ N X ; 5% of the 1st 50% __ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/11/2023

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
Contact – David M. Cordingly

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

Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact – Jim Walker, AIA

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

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

Mobile Public Safety Training Center – New Facility
To Be Determined
Mobile, Alabama

MX-051-22
For the design and construction observation of a new joint training facility for Mobile Public Safety Professionals.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes:
(1899441988)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, Article 2 – Architect's Responsibilities, and in Exhibit A – Proposal for Architectural Services for: Mobile Police Department Mounted Unit Facility.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new Public Safety Training Center will be a state-of-the-art joint training facility that combines resources from Mobile's Police, Fire-Rescue, and Emergency Services Departments to provide a multidisciplinary and comprehensive training center for public safety professionals to work and train together. The Project will entail the construction of an approximately 21,126 square foot training academy for the police and fire-rescue departments, support facilities, and various training props, to allow first responders to perform at an elite level and attract and retain top tier public safety professionals. A site has not been identified; however, a site of approximately 8 to 10 acres is anticipated.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new Mobile Public Safety Training Center is Thirteen Million Five Hundred Eighty Thousand and 00/100 Dollars ($13,580,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 Weeks, Design Development (60%) – 6 Weeks, Construction Documents (90%) – 6 Weeks, and Final Documents (100%) – 12 Weeks.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Four Hundred Fifty Five (455) days from Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:

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User Notes: (1899441988)

(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609
Phone: (205) 342-2640

.2 Geotechnical Engineer:

Geotechnical Engineering Testing, Inc.
904 Butler Drive
Mobile, Alabama 36693
Phone: (205) 666-7197

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Walker, AIA, Sr. Vice President
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: jim.walker@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Public Safety Design Architect:

Architects Design Group
333 North Knowles Avenue
Winter Park, Florida 32789
Phone: (407) 647-1706

.2 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, Alabama 35203
Phone: (205) 323-6385

.3 Mechanical, Electrical, and Plumbing Engineer:

Dell Consulting, LLC

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User Notes: (1899441988)

813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609
Phone: (251) 316-0015

.4 Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
Phone: (251) 649-4011

.5 Security and Technology Engineer:

TLC Engineering Solutions, Inc.
255 S Orange Avenue, Suite 1600
Orlando, Florida 32801
Phone: (407) 841-9050

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

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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

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

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.

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

E. Professional Liability Insurance:

1. Projects $0-$1,000,000, $1,000,000 annual aggregate

F. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

1. Additional Insured: All policies of insurance, except those referenced under paragraph **A** and **E**, shall be endorsed to name City of Mobile as an Additional Insured.

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

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

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

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 Procuring the reproduction of Bidding Documents.

.2 Using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 Organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 Participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)
§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 Issue Certificates of Substantial Completion;

.3 Receive, review, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Owner; Architect to the extent described herein
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, if requested, as an Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Sixty (60) weekly visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

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Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a Subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to

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CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

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$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services Stipulated Sum	$ 992,906.53
B. Professional Renderings (as approved):	$ 2,800.00
C. Reimbursable Expenses: (not to exceed)	$ 1,500.00
D. Total Compensation: (not to exceed)	$ 997,206.53

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N.A; all services designated in Section 4.1.1 as by Architect are included in Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates. If Subconsultant is required, fee shall be negotiated per Subconsultant proposal with a maximum of 10% Architects management and coordination fee applied. Prior to proceeding with Additional Services, Architect shall provide proposal for approval, and if accepted, Owner will issue a written approval.

Possible Additional Services include:

1. Architect and/or Consultant participation in stakeholder meetings
2. Rezoning or variance applications and Architect and/or Consultant appearances
3. Video review of drainage or sewer piping and report
4. Environmental Site Assessment Phase I and Phase II
5. FF&E and interior signage
6. Construction Staking
7. Building commissioning
8. Additional 3D computer generated color rendering

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Sections 11.2 and 11.3

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twelve and a half	percent (	12.5 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	two and a half	percent (	2.5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively
(*Paragraph deleted*)
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2
(Paragraphs deleted)
Printing/mounting and material costs, reproductions, plots, and standard form documents;
.3 Postage, handling, and delivery;
.4 Professional renderings and presentation materials requested by the Owner;
(Paragraphs deleted)
.5 Other similar Project-related expenditures that accrue over the course of the project.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

Init. /

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User Notes: (1899441988)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph deleted)

(*Paragraph deleted*)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. City of Mobile Request for Proposals – Architect Proposal, dated December 19, 2022
- b. Architect's Certificate of Insurance with Endorsements
- c. Architect's E-Verify Documentation
- d. Architect's Alabama Secretary of State Entity
- e. Architect's Subcontracting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

As provided in the Consultant's fee proposal dated December 19, 2022, respectively

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

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User Notes: (1899441988)

(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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/

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User Notes: (1899441988)

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

OWNER: City of Mobile

ARCHITECT: Goodwyn Mills Cawood, Inc.

OWNER *(Signature)*

ARCHITECT *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Jim Walker, AIA, Sr. Vice President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF at Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jim Walker as Sr. V P of Goodwyn Mills Cawood and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of .

Sworn to and subscribed for me this 10th day of January, 2023.

Doris Howard
NOTARY PUBLIC
My Commission Expires:

DORIS HOWARD
My Commission Expires
January 11, 2025

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User Notes:

Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

December 19, 2022

Via E-mail

Cassie Boatwright
Director of Real Estate and Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

RE: CITY OF MOBILE POLICE PUBLIC SAFETY TRAINING FACILITY

Dear Cassie,

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide architectural and engineering design services for a new Public Safety Training Facility for the City of Mobile.

PROJECT SCOPE:
The new Public Safety Training Facility will be a state-of-the-art joint training facility that combines resources from police, fire-rescue and emergency services departments to provide a multidisciplinary and comprehensive training center for public safety professionals to work and train together. The Project will entail the construction of an approximately 21,126 square foot training academy for fire and police, support facilities and various training props to allow first responders to perform at an elite level and attract and retain top tier public safety professionals. A site has not been identified however a site of approximately 8 to 10 acres is anticipated. The City of Mobile will make a site selection and the design team will assess the site.

GMC SCOPE OF WORK:

Architectural and Engineering – Basic Services
- Programming and Predesign Services
- Site/Civil Design
- Landscaping per COM ordinances. No irrigation is provided.
- Structural Engineering
- Architecture and interior design
- Construction Cost Estimating
- Electrical Engineering including Fire Alarm
- Telecommunications Engineering
- Access Control and Security
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

GMC DETAILED SCOPE OF WORK – BASIC SERVICES:

Civil Engineering:
a. Civil Design Drawings and Specifications
b. Grading, drainage, and Erosion control
c. Parking Design
d. Zoning Analysis
e. Site Utilities
f. Storm Water Retention
d. Landscaping for parking lot and building. No irrigation design is included

Architectural Design:

a. Code Review and Compliance including ADA Guidelines
b. Predesign and Programming
c. Architectural Drawings including site plan, floor plans, building elevations, schedules, and details of building components and casework. Monument sign.
d. Architectural Specifications and shop drawing review
e. Submit set of Construction Drawings and Specifications to authorities having jurisdiction.
f. Obtain permits including any revisions.

Structural Engineering:

a. Foundation Design based on Geotechnical report and recommendations.
b. Structural Design Drawings and Details
c. Specifications and shop drawing review

Electrical Engineering:

a. Standard Power design/coordination with mechanical requirements
b. Lighting – Power and switching, including egress lighting, exit signs and fixture schedule
c. Fire Alarm System – Provided by performance specification
d. Site lighting design for parking area only, per COM ordinances
e. Security and Telecom – will provide conduit, and pull strings, backer boards for COM installation
f. Electrical specifications and shop drawing review

Mechanical Engineering:

a. HVAC interior components load calculations
b. Exhaust system design
c. Specifications and Shop drawing review

Plumbing Design:

a. Sanitary waste and vent system
b. Domestic cold and hot water system
c. Fire Protection by performance specification
d. Specifications and Shop drawing review

Bidding and Construction Administration Services:

a. Provide Advertisement for Bidders.
b. Review and Response to Contractor RFI's
c. Conduct Pre-Bid Meeting – Provide Meeting Minutes
d. Conduct Bid Opening and Certification of Received Bids
e. Minimum of one site visit per week and as needed w/ Construction Observations Reports with backup photo documentation. Anticipated 56 visits by Architecture team, Structural will provide 5 visits at appropriate stages and construction, MEP consultant will provide 4 site visits. Additional site visits requested beyond the amount noted above will be considered additional services.
f. Closeout documents and year end inspections

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on site selection, final decisions and outcomes reached regarding programming and design:

Predesign & Programming (Phase One Services)		***$79,200***
See Exhibit A and B for Description of Work and Fee Breakdown		
Training Academy		
Programmed Space	21,126 SF @ $400 PSF	$8,450,400
AE Fee=	***$8,450,400 x 6.632% =***	***$560,430.53***
Various Outdoor Training Facilities		
Class A Burn Tower	3,500 SF @ $250PSF	$700,000
2 Outdoor Classrooms	500 SF @ $150PSF	$150,000
Draft Pit		$89,000
Live Fire Training Props		$305,000
• Fuel Spill Fire		
• Flammable Gas Cylinder / Tank Fire		
• Car Fire		
• Dumpster Fire		
Additional Training Props		
• Hazmat Training		$12,000
• Confined Space		$300,000
• Trench Rescue		$240,000
• Collapse Rescue		$240,000
• Roof Ventilation		$93,600
Subtotal Outdoor Training Facilities		$2,129,600
AE Fee =	***$2,129,600 x 6.0% =***	***$127,776.00***
Site Work – TBD No Site has been selected – Cost of work and AE fee is based on unknown values; should the cost of the sitework change, the AE fee will be adjusted.		
Site Hard Cost based on 8 Acres Disturbed		$2,000,000
Site Needs / Utilities		$1,000,000
Subtotal		$3,000,000
AE Fee =	***$3,000,000 x 5.0% =***	***$150,000.00***
Detailed Cost Estimating @ 90% Documents		$10,000
ADEM Permitting		$10,000
ALDOT Permitting – If needed		$10,000
Sitework Construction Monitoring		$30,000
Landscape Design per COM		$15,500
Total Anticipated AE Fee =		**$992,906.53**

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GMC would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal.

- Survey & As-Built Survey – Provided by City of Mobile
- Geotechnical Engineering – Provided by City of Mobile
- Video review of drainage or sewer piping and report
- Environment Phase I and Phase II
- FF&E and interior signage
- Construction Material Testing and Special Inspections – Provided by City of Mobile
- Construction staking
- Building Envelope Consultant
- Building commissioning
- Record drawings submission – GC will provide As-built drawings
- Full-time, on-site construction representation

- 3D computer generated color rendering(s)

HOURLY RATES

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	$240.00/ hour
Senior Architect, Engineer	$190.00/ hour
Architect, Engineer, Interior Design I/ Hydrogeologist/ Ecologist	$170.00/ hour
Architect, Engineer, Interior Design II/ Land Surveyor	$150.00/ hour
Architect, Engineer Intern I/ Geologist/ Biologist	$130.00/ hour
Architect, Engineer Intern II/ Resource Analyst	$110.00/ hour
CADD Technical I	$105.00/ hour
CADD Technical II/ Draftsman	$90.00/ hour
CADD Technical III	$80.00/ hour
Construction Administration/ ROW Acquisition	$115.00/ hour
Administrative	$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Professional renderings requested by the Owner. $2,800 per exterior view
- The reimbursable expenses of our consultants

Reimbursable Expenses Allowance:	$1,500
Additional Site Visits per person	Per Hourly Rates

DESIGN and CONSTRUCTION SCHEDULE:

We have reviewed the anticipated scope of services and work as outlined above, and propose the following design schedule upon receipt of a written Notice to Proceed or Signed Proposal.

Predesign (Phase One)	4 Weeks
Schematic Design	6 Weeks
Design Development	6 Weeks
Construction Documents	12 Weeks
Advertisement - Bidding and Negotiation	6 Weeks
Construction Administration	13 - 15 Months

SUMMARY:

Cassie,

We are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

GMC LLC Sincerely,

Jim Walker, AIA
Vice President

Should the above proposal be acceptable please return a signed copy for our files.

Accepted:_____ Date:_____

EXHIBIT "A"
Scope of Services
City of Mobile Public Safety Training Center
Mobile, Alabama
December 19, 2022
General Description:

The project, and related Scope of Services, will be delivered under a phased approach and is generally described as a Detailed Spatial Needs Assessment, Preliminary Technology Assessment, Site Candidates Identification, Site Analysis, Conceptual Architectural Master Site Planning, Conceptual Building Design, and the development of an Estimate of Probable Development Costs. Phase Two will include full A/E Design, Bidding Assistance, and Permitting. Phase Three of the project will consist of the Construction Administration followed by Building Commissioning for the City of Mobile Public Safety Training Center.

The Phases of Services are herein identified as follows:

Phase One Scope of Services:

I-A: **Detailed Spatial Needs Assessment** to establish the Police and Fire Departments' building program. This report will include a room-by-room assessment of each operational space necessary to serve the functions of the departments.

1-B: **Site Candidate Identification** - City of Mobile will provide the site to the design team for review and analysis.

I-C: **Site Analysis** services to include the review of the existing aerial and underground utilities, roadways, ingress and egress locations for vehicular and pedestrian access, site features including trees, buffer zones, stormwater management requirements, etc. for one site. Additional sites can be reviewed if needed on a time and materials basis consistent with the hourly rates.

1-D: **Preliminary Technology Assessment** shall be conducted to identify and document all necessary low-voltage systems including, audio-visual training equipment, security systems (access control, CCTV network), data distribution network software and hardware, notification systems, etc. City of Mobile will provide the design team COM standards for use in this facility.

I-E: **Conceptual Architectural Site Master Planning** of the preferred site. All known needed building and site amenity features shall be identified including future expansion considerations. These documents will also be used in any potential community outreach presentations noted below if this service is requested.

I-F: **Conceptual Building Design:** The A/E team will develop a conceptual building design approach incorporating the information developed and will utilize these documents to prepare and present to the city the final report summarizing the defined scope of services. The Conceptual Building Design will also provide an analysis to determine if building renovation, new construction, leased space or a combination among the three (3) available tracts would best meet the needs of the city.

I-G: **Preliminary Opinion of Probable Development Cost:** Not Requested for this project.

I-H: **Final Report & Presentation to the City:** Not Requested for this project

EXHIBIT "B"
Phase One Services
City of Mobile Public Safety Training Center
Mobile, Alabama

Fee Allocation:
The following is the professional fee allocation for the various services defined in Exhibit "A."

1. **Summary:**

Phase One Services:

1.1	I-A: Detailed Spatial Needs Assessment	$	15,400
1.2	I-B: Site Candidate Identification	$	C.O.M.
1.3	I-C: Site Analysis	$	5,000
1.4	I-D: Preliminary Technology Assessment- Per COM Standards	$	10,000
1.5	I-E: Conceptual Architectural Site Master Planning	$	18,000
1.6	I-F: Conceptual Building Design	$	30,800
	• Operational Adjacency Diagrams		
	• Exterior Elevation Studies		
	• Descriptive Narratives		
1.7	I-G: Preliminary Opinion of Probable Development Cost	$	NA
1.8	I-G: Final Report & Presentation to the City	$	NA
1.9	**Phase I Total:**	**$**	**79,200**

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills and Cawood, LLC
Address	11 N. Water Street, Suite 15250, Mobile AL 36602
Telephone	251-460-4006
E-Mail	jim.walker@gmcnetwork.com

RFP/RFQ Solicitation Number	PD-053-022
Project Description	POLICE DEPARTMENT MOUNTED UNIT FACILITY
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 450

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jim Walker

Signature: _____ Date: 1/6/23

Title: Senior Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jim Walker Title: Senior Vice President

E-mail:_ Phone: jim.walker@gmcnetwork.com - 251-460-4006

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 310,713.24 Date: 9 / 21 / 2022

Description Police Department Mounted Unit Facility

Name of Bidder/Proposer: Goodwyn Mills Cawood LLC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Driven Engineering	251-649-4011	Site/Civil Engineering	$31,071	10%	Yes	
MBA Engineers Inc.	205-323-6385	Structural Engineering	$15,535.65	5%	Yes	
CSG	404-815-9555	Cost Estimating	$8,500	2.7%	Yes	

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goodwyn Mills Cawood LLC.

Contact Person: Jim Walker Phone 251-460-4006 Email jim.walker@gmcnetwork.com

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

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, 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.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ 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. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Goodwyn Mills Cawood, LLC.	**Certified DBE:** YES	NO X	**Contract Start Date:** TBD
DESCRIPTION:			**Estimated Completion Date:** TBD

This report is for the month of: (CHECK ONE):

(JAN) FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 310,713.24	$ 0	$ 0	$ 0	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
Driven Engineering	Site/Civil Engineering	$ $31,071	$ 0	$ 0	
MBA Engineers Inc.	Structural Engineering	$ $15,535.65	$ 0	$ 0	
CSG	Cost Estimating	$ $8,500	$ 0	$ 0	
		$	$	$	
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: Jim Walker, AIA

SIGNATURE: _____ Vice President (Title) 01/06/2022 (Date)

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	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
Transactions	
Transaction Date Capital Amounts Changed From	06/30/1997 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	12/29/1999 CANCELLATION OF REACQUIRED SHARES
Transaction Date Miscellaneous Filing Entry	03/20/2000 AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date Legal Name Merged	12/30/2002 Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date Miscellaneous Filing Entry	12/30/2002 MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date Registered Agent Changed From	10/31/2005 MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date Agent Mailing Address Changed From	09/05/2018 * Added
Transaction Date Registered Agent Changed From	09/05/2018 CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117

Scanned Documents	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

Company ID Number:829134 Client Company ID Number:1717590

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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

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

PRODUCER RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com
INSURED Goodwyn Mills & Cawood, LLC Goodwyn, Mills & Cawood, Inc. P.O. Box 242128 Montgomery AL 36124	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY 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 HIRED AUTOS ONLY SCHEDULED AUTOS 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	$
								$
							PER STATUTE OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$2,000,000
							Aggregate	$4,000,000

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

Re: Public Safety Training Center

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/06/2023

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

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

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	CONTACT NAME: Julie Faulkner PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: jfaulkner@hdbinsurance.com
INSURED Goodwyn Mills & Cawood, Inc. Goodwyn Mills Cawood, LLC. PO Box 242128 Montgomery, AL 36124	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Insurance Co. — 25615 INSURER B : Travelers Property Casualty Co of Amer — 25674 INSURER C : AGCSIF/Midwest Employers Casualty Co. — 23612 INSURER D : Midwest Employers Casualty Company — 23612 INSURER E : Phoenix Insurance Company — 25623 INSURER F : Continental Insurance Company — 35289

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	6600J635966	03/03/2022	03/03/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	8100N418627	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE			CUP7K3140622243	03/03/2022	03/03/2023	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
F	DED X RETENTION $0			6050024662EXCESS	03/03/2022	03/03/2023		$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CA1452023AL Only	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT	$1,000,000
C				EWC009234	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE	$1,000,000
D				PHSC180024	01/01/2023	01/01/2024	E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Re: Public Safety Training Center
City of Mobile is included as an Additional insured as respect to General Liability, Auto Liability, and Umbrella is follow form. All policies, except Workers Compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability and Work Comp. 30 Day Notice of Cancellation applies as respect to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile, Alabama
205 Government Street
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce H Harmon III

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JF

DESCRIPTIONS (Continued from Page 1)

address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (DBA: Comp Trust AGC) is rated by A.M. Best and their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Work Comp Out of State policy applies to the following States: GA, SC, TN, TX, FL, MS, LA
Blanket WOS is included for WC Out of State Policy.

Re: Public Safety Training Center

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To repair stage rigging system at the Saenger Theater

Amount of Contract:

$49,975.00

Funding Source

Project # Saenger Theater - Lineset Repairs CL-027-23	**Discretionary Funds**
Project String C0761 Saenger Theater Equpmt & SM Projs (20002000-48010)	**Contract Number:**4267
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/18/2023 - 5:40 PM
Capital	Rhodes, Brenda	Approved	1/19/2023 - 9:01 AM
Legal	Kern, Chris	Approved	1/19/2023 - 12:54 PM
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Carleen Stout, Real Estate

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Ordinance approved a land exchange and authorizing the execution of a Land Exchange Agreement between the Board of School Commissions of Mobile County and the City of Mobile

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

ATTACHMENTS:

Description	Type	Upload Date
ORDINANCE	Cover Memo	1/26/2023
packet	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	1/26/2023 - 3:01 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 3:02 PM
Legal	Kern, Chris	Approved	1/26/2023 - 3:01 PM

2023

AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY AND THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire that certain real property within Lot 3 of the De Tonti Pointe Subdivision (see attached Exhibit "A") and that Lot 1 of said subdivision is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be transferred to The Board of School Commissioners of Mobile County.

Additionally, it is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire those certain real properties shown on the 1107 Arlington Street Survey (see attached Exhibit “B”) and on the 261 Rickarby Street Survey (see attached Exhibit “C”).

SECTION TWO: In order to accomplish said transfer and acquisition, the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Land Exchange Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: Carleen Stout, Real Estate Officer, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

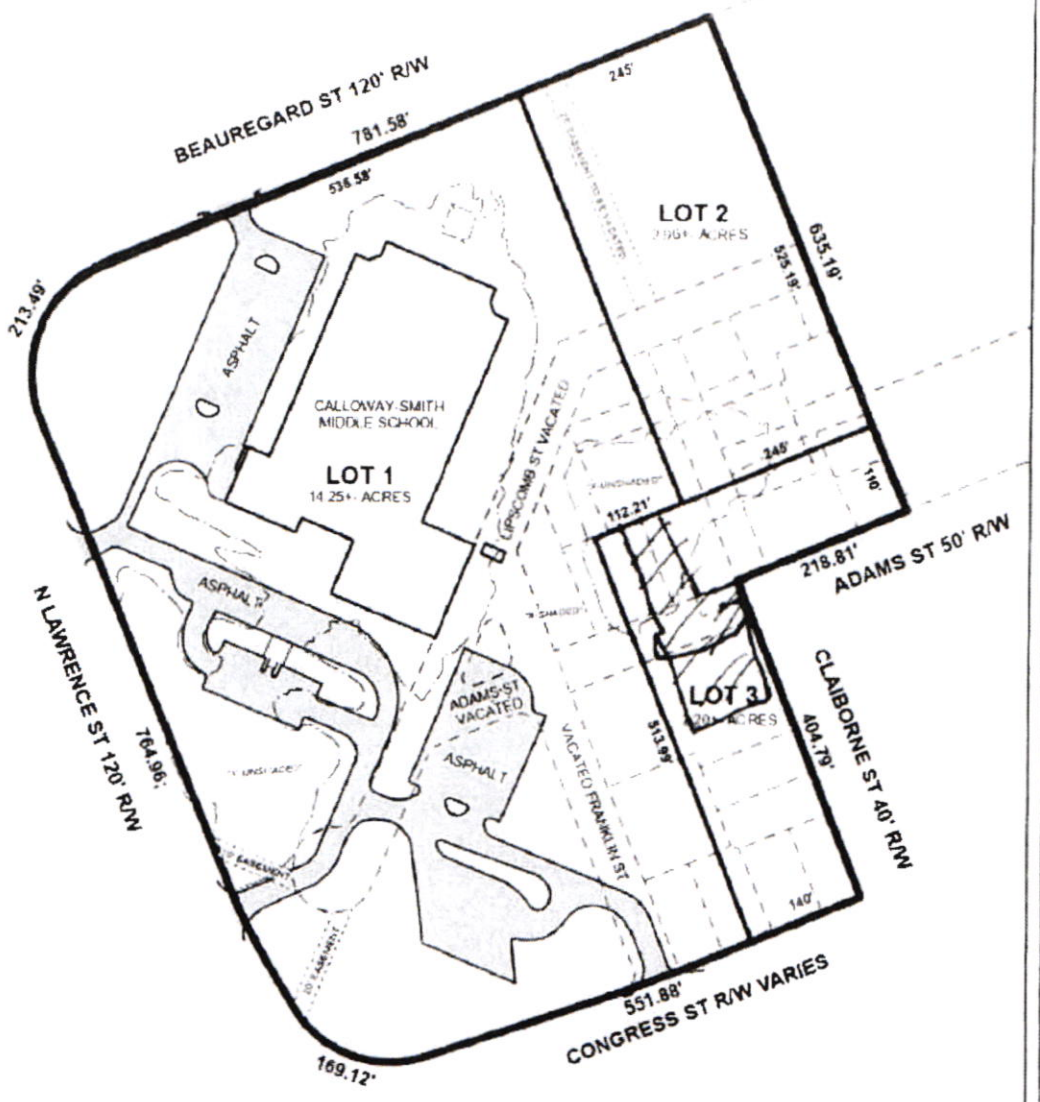
Adopted:

_____

City Clerk

EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE December 1, 2022

APPLICANT De Tonti Pointe Subdivision

REQUEST Subdivision

N

NTS

EXHIBIT B

1107 Arlington Street

LEGAL DESCRIPTION

2911360002169

METES AND BOUNDS: BEG ON THE N ROW OF PRESTON AVE AT THE SE COR OF LOT 3 PRESTON SUB # 2 DBK 156 P 446 RUN TH NLY ON E/L OF SD LOT 3 & NLY EXT THEREOF 384 FT(S) TO ARLINTON ST TH WLY ON THE ROW 220 FT(S) TH SLY 373 FT(S) TO PRESTON AVE TH E ON THE ROW 135 FT(S) TO POB PT OF DESC BEING LOTS 3 4 5 & PT LOT 6 PRESTON SUB # 2 LYING IN SEC 36 T4S R1W EXEMPT FOR EDUCATIONAL PURPOSES #SEC 36 T4S R1W #MP29 11 36 0 002

2911360003001

METES AND BOUNDS: THAT PART OF BLK 1 PRESTON S/D NO 2 DBK 156 P 446 & THAT LAND LYING N OF SD SUB & S OF ARLINGTON ST DESC AS FOLL BEG AT THE SE COR OF ARLINGTON ST & KELLOGG ST RUN TH S ON THE ROW 381 FT(S) TO PRESTON AVE TH E ON THE ROW 580 FT(S) TH N 373 FT(S) TO ARLINGTON ST TH W ON THE ROW 407(S) TO POB EXEMPT FOR EDUCATIONAL PURPOSES #SEC 36 T4S R1W #MP29 11 36 0 003

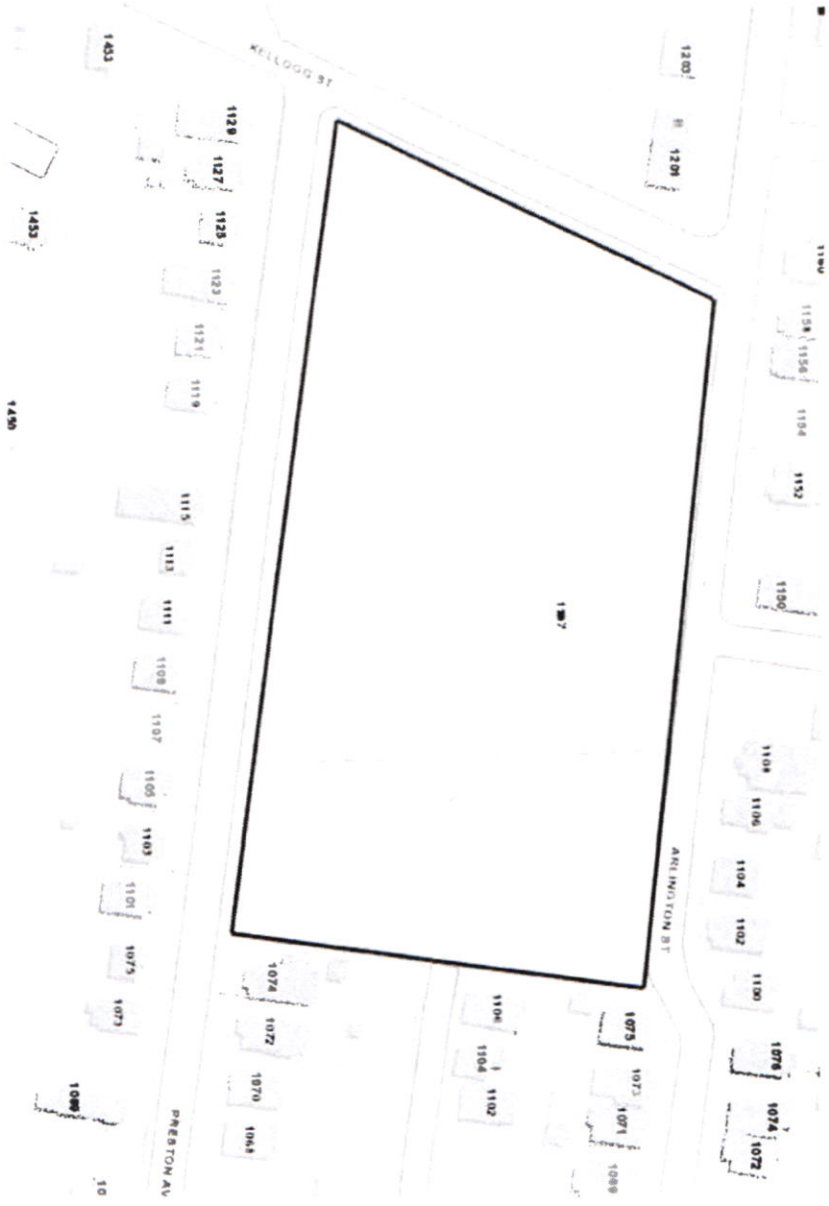
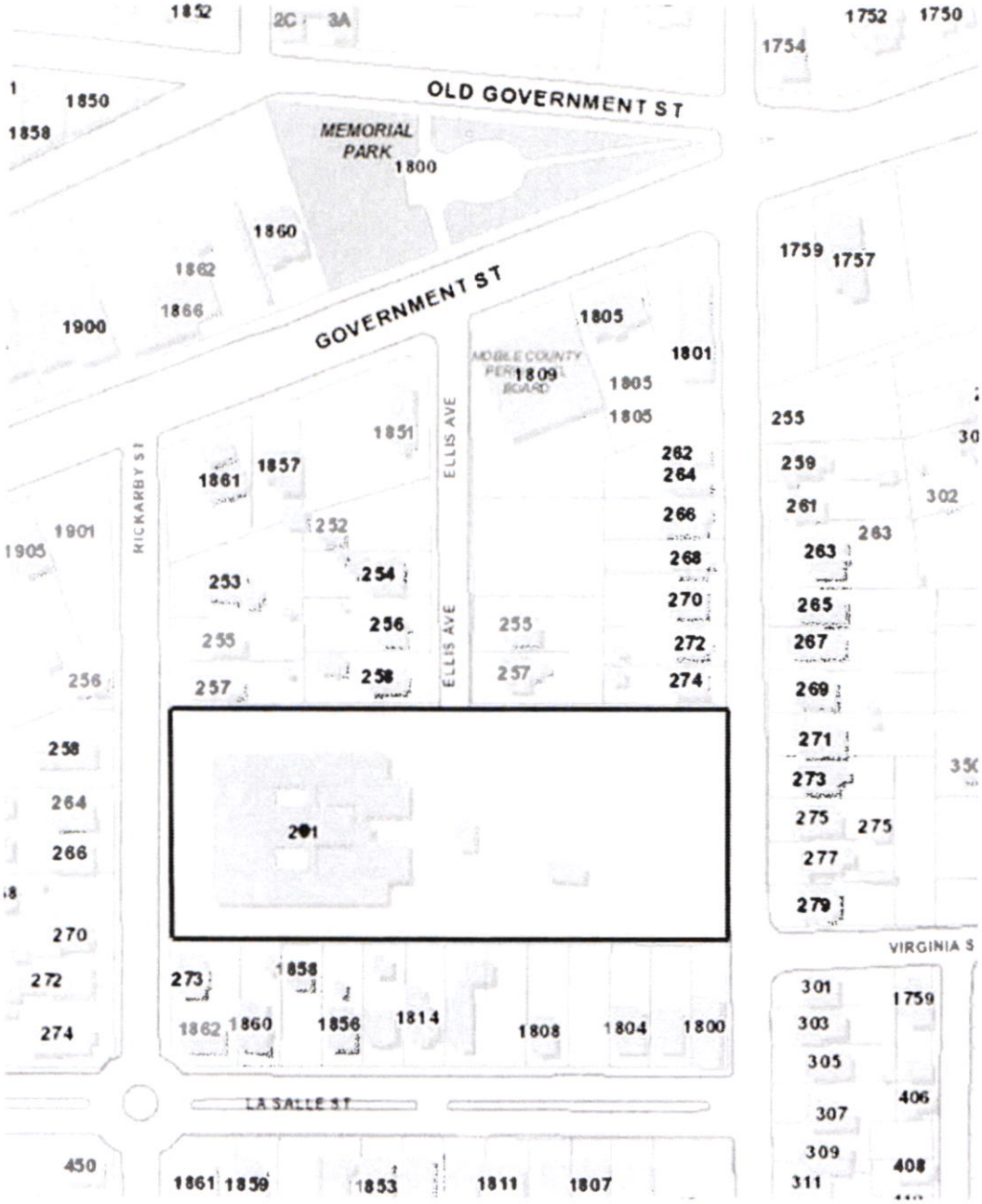


EXHIBIT C

261 Rickerby Street

LEGAL DESCRIPTION

METES AND BOUNDS: BEG WHERE THE N/L OF LOT 1 LEE PLACE INT THE E/L OF RICKARBY ST RUN N ALG THE E/L OF RICKARBY ST 275 FT TH E 676 FT TO THE W/L OF HOUSTON ST TH S ALG SD W/L 275 FT TH W 680 FT TO POB EXEMPT FOR EDUCATIONAL PURPOSES #SEC 38 T3S R1W #MP 29 10 28 2 001



AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Wiley	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 2:01 PM

RESOLUTION

Sponsored by: Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Sandra Wiley (D1) is re-appointed to the Mobile Library Board effective immediately for terms ending January 31, 2027.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pritchett	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 2:31 PM

R E S O L U T I O N

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that John Pritchett (D6) is re-appointed to the Mobile Civic Center Advisory Board effective immediately for terms ending January 31, 2026.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/31/2023

Funding Source

Project # 1056 Etta Avenue - ME-080-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1056 Etta Avenue	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/26/2023 - 2:03 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1056 ETTA AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1056 ETTA AVENUE** described as:

FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100 FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 474

Last Assessed to: MIMS SALES & DEVELOPMENT

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 25, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 31, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1056 ETTA AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MIMS SALES & DEVELOPMENT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 013 474
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1056 ETTA AVE

Property Details

PARCEL KEYX	00668147	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	63	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/18/22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 11/08/2022

Property Address: 1056 Etta Avenue **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

NOTICE

Affidavit of Mailed Notice

January 25, 2023

State of Alabama
County of Mobile

Subject Property – 1056 Etta Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Mims Sales & Development
952 Government Street
Mobile, AL 36604

December 6, 2022

RE: **1056 Etta Avenue**
Project Number: ME-080-22

Dear Mims Sales & Development:

On November 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1056 Etta Avenue.

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

FROM SE COR OF STANTON RD & PRICHARD LANE RUN NELY ALNG S/L OF PRICHARD LANE 146.40 FT TO PT THEN S 15 DEG 29 MIN E ALNG E/L OF 50 FT ROADWAY 236.18 FT TO PT WHICH MARKS POB THEN ELY AT RIGHT ANGLES OF SAID 50 FT ROADWAY 100 FT TO PT TH S 15 DEG 29 MIN E 40 FT TO PT THEN WLY & PAR WITH N/L OF PPTY HEREIN DESC 100 FT TO PT ON E/L OF SAID 50 FT ROADWAY TH NLY ALNG E/L OF SAID ROADWAY 40 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 474

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **January 20, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 20, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 20, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 20, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on January 31, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1056 Etta Avenue Date: August 25, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 19, 2022

Per the Title Report, the owner is: Mims Sales & Development

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mims Sales & Development 952 Government St Mobile AL 36604	Owners Phone number 251-433-0141
2	Daniel Mims 3008 Bryant Rd Mobile AL 36605-4106	Business Owner Phone number 251-408-9854
3	Dale Mims 2218 Riverside Dr Mobile AL 36605-3925	Business Owner Phone number 251-649-7653
4	Mims Sales & Development 1056 Etta Avenue Mobile AL 36617	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Mims Sales & Development recorded 8/11/2022 Instrument number 2022052935

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/31/2023

Funding Source

Project # 1408 Linwood Drive - ME-115-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1408 Linwood Drive	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/26/2023 - 2:06 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1408 LINWOOD DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1408 LINWOOD DRIVE** described as:

LOT 41 BLK 5 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC 52 T5S R1W #MP32 01 52 0 005

Parcel Number: 32 01 52 0 005 135

Last Assessed to: REED KARL A & DEDRA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 25, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 31, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1408 LINWOOD DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **REED KARL A & DEDRA** 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: 32 01 52 0 005 135
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1408 LINWOOD DR

Property Details

PARCEL KEYX	00977054	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ G
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ G
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE ~~46~~ 56 G

SCORE DISCRIPTION Review Committee

Notes

FC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-15-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 11/08/2022

Property Address: 1408 Linwood Drive **District No:** 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

JAN 25 2023

2022/11/08

Affidavit of Mailed Notice

January 25, 2023

State of Alabama
County of Mobile

Subject Property – 1408 Linwood Drive.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Karl A. Reed and Dedra Reed
7174 Wynnridge Drive Unit 3
Mobile, AL 36695-2568

December 6, 2022

RE: **1408 Linwood Drive**
Project Number: ME-115-22

Dear Karl A. Reed and Dedra Reed:

On November 8, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1408 Linwood Drive.

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

LOT 41 BLK 5 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC 52 T5S R1W #MP32 01 52 0 005

Parcel Number: 32 01 52 0 005 135

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **January 20, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 20, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 20, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 20, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on January 31, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1408 Linwood Drive** Date: September 14, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 31, 2022

Per the Title Report, the owner is: Karl A Reed and Dedra Reed

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Karl A Reed and Dedra Reed 7174 Wynnridge Dr Unit 3 Mobile AL 36695-2568	Owner Phone number 251-367-5951 Phone number 251-633-9154 Phone number 205-756-5720
2	Karl A Reed and Dedra Reed 1408 Linwood Dr Mobile AL 36605-2208	Subject Property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	9 Cases
Council District 3	C J Small	3 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	4 Cases
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien 1631

Effective Date of Contract:

1/31/2023

Funding Source

Project # Weed Lien Group 1631 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien 1631	Backup Material	1/25/2023
resolution	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			1/26/2023 - 2:13

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **January 25, 2023**

SUBJECT: **Weed Lien Group 1631 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1631.** Please place these on the City Council's Agenda for **Tuesday, January 31, 2023.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1631	Res. No.
8/16/2022	LOTS TO BE DECLARED	58-688
9/20/2022	LOTS FOR PUBLIC HEARING	58-816
1/31/2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	1422 Stewart Rd	19874	20546	$ -	3	CBD
2	1507 Steve St W	27788	20547	$ 50.00	4	CBO
3	1919 St Stephens Rd	19653	20548	$ 327.00	1	
4	2052 Avondale Ct	19408	20549	$ 175.00	2	
5	1701 Bolden St	28032	20550	$ 50.00	1	CBO
6	560 Bates Lane	26772	20551	$ -	1	N/A
7	257 Rylands St	19165	20552	257.85	2	
8	2474 Boyette St	27361	20553	$ 50.00	1	CBO
9	106 Michael Donald Ave F/k/a 106 Herndon Ave	27646	20554	$ -	2	N/A
10	3132 Clubhouse Rd	10718	20556	$ 668.33	3	
11	302 Lexington Ave	26867	20557	$ 175.00	2	
12	1102 Lyons St	28135	20579	$ 50.00	2	CBO
13	2351 Howell Ave	28079	20580	$ 208.40	5	
14	672 Ruth St	27714	20581	$ -	2	CBD
15	404 Pinehill Dr	19547	20582	$ 175.00	5	
16	664 Rickarby St	28419	20730	$ 199.00	2	
17	1766 Dublin St	28012	20584	$ 175.00	2	
18	4122 Springdale Rd	20386	20731	$ 175.00	5	
19	627 Crenshaw St	27663	20586	$ 175.00	5	
20	1056 Preston St	19969	20587	$ -	3	CBD
21	654 Rickarby St	27675	20629	$ 175.00	2	
				$ 3,085.58		

District total for this group		Numbers of lots cut	
1	4	1	1
2	9	2	6
3	3	3	1
4	1	4	0
5	4	5	3
6	0	6	0
7	0	7	0
	21		11

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector
*CBC Cut By Contractor
*UDL Undeveloped Lot

Tony Taylor 1-25-23
Marchetta Dante 1-25-2023

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **CONNOR ROSIA L AS TRUSTEE**

Address: **P. O. BOX 1112**

City, State, Zip: **REDLANDS, CA 92373**

Group Number: **1631** Item # **2**

Lot Description: **COMG AT S/L OF SEC 38 T4S R2W WHERE SAME IS INTERSECT BY CTR/L OF SEC 34 RUNG N & S TH RUN N 710 FT TO PT TH RUN E 344 FT TO PT TH RUN S 90 FT TO POB TH CONT S 140 FT TO PT TH W 140 FT TO PT TH N 140 FT TO PT TH E 140 FT TO POB MBK 194 NS P 346 #SEC 38 T4S R2W #MP28 08 38 3 002 (28 08 38 3 002 025.XXX) 1507 STEVE STREET W**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	18,346	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E. Dean
SECRETARY

Marchetta Jagle
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**

Address: **507 LABRADOR WAY**

City, State, Zip: **SUISUN CITY, CA 94585**

Group Number: **1631** Item # **3**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS RD**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,988	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		4	$	3.00	$	12.00
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	327.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 25, 2023

Lot Owner: **HOLLIE ROBERT**

Address: **361 BREAMWOOD AVE**

City, State, Zip: **MOBILE, AL 36604**

Group Number: **1631** Item # **4**

Lot Description: **LOT 20 AVONDALE MBK 4 PG 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 258.XXX) 2052 AVONDALE CT**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,909	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Sheila Edwards
SECRETARY

Markeitha Towns
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **CAIN LILLIAN DAVIS**

Address: **2901 FIRST ST**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1631** Item # **5**

Lot Description: **LOT 27 BLK 4 LINCOLN PARK S UB MBK 4 P 260 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 076.XXX) 1701 BOLDEN ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,762	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Edwards
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **COAXUM JARRID**

Address: **20 PALMETTO ST**

City, State, Zip: **MOBILE, AL 36603**

Group Number: **1631** Item # **7**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS LN**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		15,668	$	0.0125	$	**195.85**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		4	$	3.00	$	**12.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**257.85**

Shelia Edgar
SECRETARY

Machetta Jante
INSPECTOR

Gary Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 25, 2023

Lot Owner: **STALLWORTH ROOSEVELT**
& LULA BELLE
Address: **1913 LUCKIE AVENUE**
City, State, Zip: **MOBILE, AL 36617**
Group Number: **1631** Item # **8**

Lot Description: **LOT 391 TRINITY GARDENS EXT SOUTH MBK 4 P 21 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 064.XXX) 2474 BOYETTE ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,651	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dow
SECRETARY
Margaretta Tante
INSPECTOR
Larry Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **COVINGTON JERALDINE**

AND JAMES COVINGTON

Address: **3325 ANSON CT**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1631** Item # **10**

Lot Description: **LOT 7 BLK B RIVERSIDE S/D REVISED SURVEY MBK 3 N S P 286 #SEC 40 T5S R1W #MP32 07 40 0 001 (32 07 40 0 001 045.XXX) 3132 CLUB HOUSE RD**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		49,466	$	0.0125	$	**618.33**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**668.33**

Shelia E Dean
SECRETARY

Marchette Jones
INSPECTOR

Jerry Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **MOORE GEO, LEASIE M, MARY ELVE,**

C/O MOORE GEO, LEASIE , MARY ELVE,

Address: **2 STONE BLVD**

City, State, Zip: **MASSAPEQUA, NY 11758-6971**

Group Number: **1631** Item # **11**

Lot Description: **BEG E/S LEXINGTON AVE 30 FT N-LY OF SW COR LOT 14 BLK 6 LEXINGTON HGTS DBK 70 P 126 RUN ELY 148 FT TH NLY 26.5 FT THEN WLY 148 FT THEN SLY 26.5 FT TO BEG BEING PT LOT S 14 & 15 BLK 6 SAID SUB #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 029.XXX) 302 LEXINGTON AVE**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,848	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia Edwean
SECRETARY

Michelle Davis
INSPECTOR

Jerry Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **MADDOX JAMIE**

& FRENSHOUN B MADDOX

Address: **2272 KILKENNY WAY NE**

City, State, Zip: **MARIETTA, GA 30066-4626**

Group Number: **1631** Item # **12**

Lot Description: **BEG AT NW COR LYON & KENNEDY STS RUN W ALG N/L ST 45.08 FT THEN N-Y 100 FT THEN E-LY 45.08 FT THEN S-LY ALG W/L KENNEDY ST 100 FT TO BEG BEING LOT 6 BLK 69 CAMPGROUND TRT MBK 1 PG 12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 101.XXX) 1102 LYONS ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,500	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 25, 2023

Lot Owner: **RUBI MARIA S OR WILSON**
MANUEL MIJANGO BAUTISTA

Address: **6721 HIGHMONT DR**

City, State, Zip: **THEODORE, AL 36582-6039**

Group Number: **1631** Item # **13**

Lot Description: **LOT 4 BLK A OF CESSNA PL SUB MBK 5/521 #SEC 51 T4S R1W #MP29 09 51 0 001 (29 09 51 0 001 020.XXX) 2351 HOWELL AVE**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		12,432	$	0.0125	$	155.40
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	208.40

Sheila E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **TURNER STANLEY L**

& ELLEN T

Address: **P. O. BOX 160322**

City, State, Zip: **MOBILE, AL 36616**

Group Number: **1631** Item # **15**

Lot Description: **PT OF LOT 7 BLK 9 GOVT ST HGTS DBK 124 NS P 216 DESC AS COM AT PT ON S/L OF GOVT ST 80 FT R/W & W R/W OF PINEHILL DR -60 FT R/W- BEING ALSO NE COR OF LOT 5 BLK 9 GOVT ST HGTS RUN TH SLY & ALG E/L OF SD LOT 5 & W/L OF PINEHILL DR 105 FT TH RUN WITH DEFL ANG TO RT OF 90 DEG RUN WLY 87.5 FT TO PT ON E/L OF SD LOT 7 & POB OF PPTY HEREIN DESC TH WITH DEFL ANG TO LT OF 90 DEG RUN SLY & ALG SD E/L 29.25 FT TH WITH DEFL ANG TO RT OF 90 DEG RUN WLY 43.75 FT TH WITH DEFL ANG TO RT OF 90 DEG RUN NLY ALG W/L OF LOT 7 29.25 FT TH WITH DEFL ANG TO RT OF 90 DEG RUN ELY 43.75 FT TO PT ON E/L OF LOT 7 & POB ALSO BEG AT PT ON W/L OF PETTUS ST 105 FT SLY FROM SW COR OF PETTUS & GOVT ST TH RUN SLY ALG W/L OF PETTUS ST 45 FT TO PT AT SE COR OF LOT 5 BLK 9 GOVT ST HGTS DBK 124 NS P 219 RUN TH WLY ALG S/L OF LOT 5 & 6 BLK 9 92 FT TO SW COR OF LOT 6 RUN TH NLY ALG W/L OF LOT 6 72.4 FT TO PT TH RUN ELY 87.5 FT TO W/L OF PETTUS ST & POB ALSO ALL THAT PT OF LOT 7 BLK 9 GOVT ST HGTS DBK 124 NS P 219 DESC AS BEG AT SE COR OF LOT 7 & RUN TH NLY ALG E/L OF LOT 7 43.15 FT TO PT TH RUN WLY AT RT ANG TO E/L OF LOT 7 43.75 FT TO PT ON W/L OF LOT 7 RUN TH SLY ALG W/L OF LOT 7 56.85 FT TO PT ON SW COR OF LOT 67 TH RUN ELY ALG S/L OF LOT 7 46 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 002 (29 09 29 1 002 078.XXX) 404 PINEHILL DR**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,643	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia E. Dean
SECRETARY

Marchetta Davis
INSPECTOR

Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 25, 2023

Lot Owner: **FOOTE BROS PROPERTIES II**

Address: **P. O. BOX 130789**

City, State, Zip: **SPRING, TX 77393-0789**

Group Number: **1631** Item # **16**

Lot Description: **LOT 18 BLK 5 FULTON HOMES MBK 156 PGS 426-427 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 022.XXX) 664 RICKARBY ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,352	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		8	$	3.00	$	24.00
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	199.00

Shelia E Dean
SECRETARY

Malchetta Jones
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **FRAZIER VINCENT JOSEPH**

& WINNIE FRAZIER

Address: **1573 VAN DORN ST**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1631** Item # **17**

Lot Description: **THAT PARCEL OF LAND BEG 110 FT E OF THE NE COR OF HOUSTON & DUBLIN ST ON THE N/L OF DUBLIN ST IN SEC 28 T4S R1W TH RUN NWLY & PAR WITH HOUSTON ST 50 FT TO A PT TH ELY & PAR WITH DUBLIN ST 44 FT M/L TO A PT ON THE PROLONGATION OF THE E/L OF LOT 33 ACC TO A MAP MADE BY D N N ROSS DBK 67 N S PG 160 TH SWLY ALG THE E/L OF SD LOT 33 & ITS PROLONGATION 50 FT TO A PT ON THE N/L OF DUBLIN ST TH 44 FT WLY TO THE POB #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 082. XXX) 1766 DUBLIN ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,862	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Edwards
SECRETARY

Margaretha Foyte
INSPECTOR

Gary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **LOTT FANNIE M**

Address: **4122 SPRINGDALE RD**

City, State, Zip: **MOBILE, AL 36609-6120**

Group Number: **1631** Item # **18**

Lot Description: **LOT 11 BLK T BERKSHIRE HILLS PART E MBK 9 P 265 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 029.XXX) 4122 SPRINGDALE RD**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,446	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Sheliase Dean
SECRETARY

Mashetta Tarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **JANSSEN WALTER C JR**

Address: **627 CRENSHAW ST**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1631** Item # **19**

Lot Description: **COMG AT SE COR OF CRENSHAW & SENATOR ST TH S-LY ALG E/L OF CRENSHAW ST 650 FT TO POB OF PPTY HEREIN DESC TH CONT SLY ALG E/L OF CRENSHAW ST 65 FT TO PT TH ELY & PAR TO SENATOR ST 125 FT TO PT TH NLY & PAR TO CRENSHAW ST 65 FT TO PT TH WLY & PAR TO SENATOR ST 125 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 015.XXX) 627 CRENSHAW ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,125	1	$	125.0000	$	125.00
Standard Rate	14,400	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia E Dean
SECRETARY

Machette Foute
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 25, 2023

Lot Owner: **TL PROPERTY MANAGEMENT, INC**

A NEVADA

Address: **11617 CABO DEL MESA AVE**

City, State, Zip: **LAS VEGAS, NV 89138**

Group Number: **1631** Item # **21**

Lot Description: **LOT 23 BLK 5 FULTON HOMES DBK 156 N S PGS 426-7 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 017.XXX) 654 RICKARBY ST**

Nuisance Date: 8/16/2022 Posting Date: 9/13/2022 Hearing Date: 9/20/2022

Date lot was cut: 1/17/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,184	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Sheila S Dean
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1631** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Joseph Snowden, Executive Director, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	1/26/2023 - 2:11 PM

January 3, 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

DECEMBER 2022 – CALVIN YOUNG (Employee #20084)
Animal Services
Unskilled Laborer

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR TRINITY GARDENS BLACK HERTIAGE PARADE

Amount of Contract:

$5,500.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TRINITY GARDENS COMMUNITY CIVIC CLUB	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/26/2023 - 11:55 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$5,500.00** to Trinity Gardens Community Civic Club, from his discretionary funds*; and

WHEREAS, *Trinity Gardens Community Civic Club,* 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 *Trinity Gardens Community Civic Club will be used for their Annual Trinity Gardens Black Heritage parade,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,500.00** to Trinity Gardens Community Civic Club for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE 5TH ANNUAL KING CAKE-OFF AT THE MOBILE CIVIC CENTER EXPO HALL

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - BIG BROTHERS BIG SISTERS OF SOUTH ALABAMA, INC.	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/26/2023 - 12:14 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,500.00** to Big Brothers Big Sisters of South Alabama, Inc., from his discretionary funds*; and

WHEREAS, *Big Brothers Big Sisters of South Alabama, 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 *Big Brothers Big Sisters of South Alabama, Inc., will be used for the 5th Annual King Cake-Off at the Mobile Civic Center Expo Hall,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to Big Brothers Big Sisters of South Alabama, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUND WILL BE USED TO ASSIST WITH TREE TRIMMING WORK ON WESTBURY DRIVE

Amount of Contract:

$3,000.00

Funding Source

Project # DSC-06 / 10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - REGENCY PARK HOMEOWNER ASSOCIATION'S ASSOCIATION	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/26/2023 - 12:21 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$3,000.00**, to the Regency Park Homeowner's Association, Inc., from her discretionary funds*; and

WHEREAS, the Regency Park Homeowner's Association, Inc., is a/an non-profit 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 the Regency Park Homeowner's Association*, Inc., will be used to assist with tree trimming work on Westbury Drive,* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$3,000.00** *to the Regency Park Homeowner's Association, Inc.,* for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J.SMALL - GIVING $2,500.00
COUNCILMEMBER BEN REYNOLDS - GIVING $2,500.00
TOTAL $5,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR 30TH ANNUAL FESTIVAL OF FLOWERS TO BE HELD ON MARCH 23-26, 2023

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-03 / 10041020-42080 & DSC-04 / 10041020-42080 **Discretionary Funds** DSC-03 & DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PROVIDENCE FOUNDATION	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/26/2023 - 12:44 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*
Councilmember Ben Reynolds

WHEREAS, *Councilmember Small wishes to appropriate **$2,500.00** and Councilmember Reynolds wishes to appropriate **$2,500.00 (TOTAL $5,000.00)** to Providence Foundation for its Festival of Flowers, from their discretionary funds*; and

WHEREAS, *Providence Foundation* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Providence Foundation will be used for their 30th Annual Festival of Flowers to be held March 23-26, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to Providence Foundation for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/30/2023 - 11:16 AM

46-126 2023

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the name Winbush Street has been incorrectly assigned, officially or otherwise, as Wi***m***bush Street.

BE IT FURTHER RESOLVED that any and all other names previously assigned, either officially or otherwise, to Winbush Street are hereby made null and void and that the appropriate street signage immediately be placed to reflect the correction.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/30/2023 - 1:48 PM

37-127 **2023**

RESOLUTION

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor, Class I License
Submitted by:	The Friendship House Corporation
Location:	The Friendship House 57 North Broad Street Mobile, AL 366023

Adopted:

_____
City Clerk

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

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5552

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.30.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *THE FRIENDSHIP HOUSE CORPORATION*

Trade Name: THE FRIENDSHIP HOUSE

Location: 57 NORTH BROAD STREET MOBILE AL 36602

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

Comments:
NEW APPLICATION
AGENDA 01.31.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

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

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5552

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.30.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

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

Comments:
NEW APPLICATION
AGENDA 01.31.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 01.31.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5552

☑ NEW APPLICATION ☐ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

THE FRIENDSHIP HOUSE CORPORATION has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **010 - LOUNGE RETAIL LIQUOR - CLASS I**
(Type of License)

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

APPLICANT: *THE FRIENDSHIP HOUSE CORPORATION*

TRADE NAME: THE FRIENDSHIP HOUSE

LOCATED AT: 57 NORTH BROAD STREET MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: JAMES T AVERHART JR PHONE#: 540.288.6129

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 01.30.2023
Application No: 5552

Type License: ***010 - LOUNGE RETAIL LIQUOR - CLASS I***

Type License: *N/A*

Name of Applicant(s) ***THE FRIENDSHIP HOUSE CORPORATION***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
AVERHART JR, JAMES T	PRESIDENT	03.14.1968 MOBILE AL	
COLLEY III, DAVID L	SECRETARY	02.05.1973 MOBILE AL	
MITCHELL SR, REGINALD L	MEMBER	09.26.1960 MOBILE AL	

Corporate information: 341 695 (Enter book & page or document info) Date: 08.10.2015 (Incorporation or Authority) County: MOBILE

Trade Name ***THE FRIENDSHIP HOUSE***

Location 57 NORTH BROAD STREET MOBILE AL 36602

Mailing Address PO BOX 787 MOBILE AL 36601
(Include Street or Post Office Box Address City State, and Zip Code)

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

Licensee Name _____ Type _____

Trade Name _____ License No# _____

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

Location (location transfer only) _____

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

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

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

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *NO*

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

NO JTA

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** J. T. Averhart, Jr.

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** J. T. Averhart, Jr.

COUNTY OF **MOBILE** **TITLE** PRESIDENT **DATE** 01.30.2023

The undersigned THE FRIENDSHIP HOUSE CORPORATION - JAMES T AVERHART JR
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

J. T. Averhart, Jr.
Signature of Affiant

Sworn to and subscribed before, me this 30th day of JANUARY Year 2023

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person JAMES T AVERHART JR E-mail: JAMESAVERHART@YAHOO.COM

Phone Number: Home: 540.288.6129 Cell: 540.288.6129 Bus: 540.288.6129

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

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

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

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

Building seating capacity 35 License premises includes patio area *YES*

Square Footage 3500

License covers: *BOTTOM FLOOR*

License Structure: *MULTI-STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
AVERHART JR, JAMES T	NONE		
COLLEY III, DAVID L	NONE		
MITCHELL SR, REGINALD L	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: J. T. Averhart, Jr.

Lease /Property Ownership

Name of Property Owner/Lessor: THE FRIENDSHIP HOUSE CORPORATION 251.895.9086

Address of Property Owner/Lessor: 57 NORTH BROAD STREET MOBILE AL 36602

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

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1477077
Owner Name	THE FRIENDSHIP HOUSE CORPORATION

View payments/adjustments

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

©2023 Tyler Technologies, Inc.

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

031879-0003 ERIN B. 01/30/2023 09:20AM

BUSINESS LICENSE
THE FRIENDSHIP HOUSE CORPORATION
124243
2023 Item: 1477077
ALCOHOL APPLICATION FEE

Principal	50.00
Interest	0.00
	50.00
Subtotal	**50.00**
TP CC FEE	5.00
Total	**55.00**
REVENUE CC	55.00

MasterCard **********1156
Ref=cd9d3249-2c4d-4bf1-abe3-129150c2b206
Auth=023253

Change due **0.00**

Paid by: RHO ALPHA CHAPTER

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230125160549016

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: THE FRIENDSHIP HOUSE **Filing Fee:** $50.00

Applicant: THE FRIENDSHIP HOUSE CORPORATION **Transfer Fee:**

Location Address: 57 N BROAD ST MOBILE, AL 36602

Mailing Address: P O BOX 787 MOBILE, AL 36601

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

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: 341 695

Do you sell Draft Beer?:

Date Incorporated: 08/10/2015 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/10/2015

Federal Tax ID: 47-5110333 **Alabama State Sales Tax ID:** R011606189

Name:	Title:	Date and Place of Birth:	Residence Address:
REGINALD LANARDO MITCHELL SR	MEMBER	09/26/1960 MOBILE AL	
JAMES T AVERHART JR	PRESIDENT	03/14/1968 MOBILE AL	
DAVID L COLLEY III	SECRETARY	02/05/1973 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DAVID COLLEY **Home Phone:** 251-895-9086
Business Phone: 251-895-9086 **Cell Phone:** 251-895-9086
Fax: **E-mail:**

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230125160549016

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: THE FRIENDSHIP HOUSE CORPORATION 251-895-9086
What is lessors primary business? HANDLES SOCIAL GATHERINGS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3500 Display Square Footage:
Building seating capacity: 35 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY License covers: BOTTOM FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230125160549016

Initial each — **Signature page**

JTA In reference to law violations, I attest to the truthfulness of the responses given within the application.

JTA In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

JTA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XXX In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

JTA In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

JTA In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

JTA The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

JTA I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): James T. AverHart, Jr.

Signature of Applicant: James T. Averhart Jr.

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230125160549016

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: APPLICANT AND LANDLORD ARE THE SAME PERSON
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON.

INFORMATION SHEET

Contact Person: JAMES AVERHART JR **Phone #:** 540-288-6129

Business Name: THE FRIENDSHIP HOUSE

Corporation Name: THE FRIENDSHIP HOUSE CORPORATION

Business Address: 57 N. BROAD STREET MOBILE AL 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LR7287 PG 1495 **County** MOBILE ;
(Enter book and page or document info)

Date 07/30/2015
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity;** 22

Does the premises have a fully equipped and operational kitchen? YES

Is the place of business habitually used to serve food to the public? YES

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

Square Feet of building 3008 SQFT

For a SPECIAL EVENT, list dates: from FEB 5 2023 **to** FEB 21 2023 .
Type of Event MARDI GRAS .

IF OPERATING AS A PRIVATE CLUB:

⇒ **Does club charge & collect dues from elected members?** YES
⇒ **How many paid-up members are there in the Club?** 112
⇒ **Are regular meetings held?** YES **If so, when?** MONTHLY
⇒ **Is business conducted through officers regularly elected?** YES
⇒ **Are members admitted by written application, investigation & ballot?** YES
⇒ **For what purpose is the Club organized & operated. Social** X ; **Patriotic** ___ ;
Political ___ ; **Athletic** ___ .
⇒ **Does the property used, as well as the advantages, belong to all the members?** YES
⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** NO
⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** NO .

OWNERS INFORMATION SHEET

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

Name of Applicant(s): THE FRIENDSHIP HOUSE CORPORATION

Note: Your corporation or LLC's name will be the Applicant

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

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

Full Name (*First, Middle, Last*) JAMES AVERHART JR.

Social Security # ___ ___ ___ Race: B Sex: (X)M ( )F

Driver License# ____ State AL

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

Date of Birth 03 / 14 / 1968

Place of Birth MOBILE *County* AL *State* UNITED STATES *Nation*

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

Length of Time at Address: 4 YRS Home# ____ Cell# 540 288-6129

****

Full Name (*First, Middle, Last*) DAVID L. COLLEY III

Social Security # ___ ___ ___ Race: B Sex: (X)M ( )F

Driver License# ____ State AL

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

Date of Birth 02 / 05 / 1973

Place of Birth MOBILE *County* AL *State* UNITED STATES *Nation*

Present Address: ____ *Street Address (Apt#)* ____ *City* ____ *State* 75 *Zip Code*

Length of Time at Address: 3 YRS Home# NA Cell# 251 895 9086

Full Name (*First, Middle, Last*) REGINALD L. MITCHELL SR

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

Driver License#_____ State AL

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

Date of Birth 09 / 26 / 1960

Place of Birth MOBILE AL UNITED STATES
County *State* *Nation*

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

Length of Time at Address: 29 YEARS Home#_____ Cell# 251 377-2992

****

Full Name (*First, Middle, Last*)_____

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

Driver License#_____ State_____

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

Date of Birth_____/_____/_____

Place of Birth_____
County *State* *Nation*

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

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

****

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

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
JAMES AVERHART JR. - NONE				
DAVID L. COLLEY III - NONE				
REGINALD L. MITCHELL, SR - NONE				

I certify that the above information is correct and true.

SECRETARY — Date: JANUARY 20, 2023

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: THE FRIENDSHIP HOUSE CORPORATION
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 57 N. BROAD ST MOBILE AL 36602

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

2015039265 1/4
Bk: LR7287 Pg:1495
Document Type: NPINC

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/30/2015 10:15:48 AM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax :	$.00	2015039265
Judge Fee:	$.00	Bk:LR7287
S.R. Fee:	$2.00	Pg:1495
Surcharge Fee:	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

ARTICLES OF INCORPORATION

OF

The Friendship House Corporation

A NON-PROFIT CORPORATION

The undersigned incorporator, in order to form a non-profit corporation under the laws of the State of Alabama, adopts the following Articles of Incorporation:

ARTICLE ONE: The name and address of this corporation is:

The Friendship House Corporation
57 N. Broad St.
Mobile, AL 36602-1303

ARTICLE TWO: The name and address of the registered agent and offices of this corporation is:

Bruce Reese
57 N. Broad St.
Mobile, AL 36602-1303

ARTICLE THREE: The specific purposes for which this corporation is organized are:

1. The Corporation is organized and shall be operated exclusively for the nonprofit purposes specified within Section 501(c)(7) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code") including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Sections 501(c)(3) or 501(c)(7) of the Code. The Corporation is not organized and shall not be operated for the pecuniary gain or profit, incidental or otherwise, of any private individual. In furtherance and not in limitation of the foregoing purposes, the Corporation is organized, and at all times shall operate, for the purpose of ensuring the continued health of the Rho Alpha Chapter of Omega Psi Phi Fraternity, for graduate members in good standing, in accordance with the high ideals of the international body of Omega Psi Phi Fraternity ("National").

2. Subject to the foregoing provisions and in furtherance of its expressed purposes, the corporation has the following objectives:

   To engage in the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Alabama, including, but not

limited to, providing a suitable social environment for the Rho Alpha Chapter of Omega Psi Phi Fraternity, Inc., by, but not limited to, owning, equipping, maintaining and managing a chapter house (facility or accommodations) for social gathering and enrichment of its members and to that end to acquire by gift, devise, purchase, or otherwise real and personal property, and to sell, convey, exchange, lease, mortgage, pledge, or otherwise encumber such property. Such property is to be used as a meeting place to foster high ideals of friendship among its members, to promote their educational and cultural interests.

ARTICLE FOUR: The number of initial directors of this corporation is Three (3). Their names and address are as follows:

Bruce Reese, 57 N. Broad St., Mobile, AL 36602-1303
Cecil Turk Jr., 57 N. Broad St., Mobile, AL 36602-1303
Reginald Mitchell, 57 N. Broad St., Mobile, AL 36602-1303

ARTICLE FIVE: The name and address of the incorporator of this corporation is:

Bruce Reese, 57 N. Broad St., Mobile, AL 36602-1303

ARTICLE SIX: The period of duration of this corporation is perpetual.

ARTICLE SEVEN: The classes, rights, privileges, qualifications, and obligations of members of this corporation are as follows:

This corporation shall have one class of membership and shall be limited to its elected board of directors. Additional provisions specifying the rights and obligations of members shall be contained in the Bylaws of this corporation pursuant to, and in accordance with, the laws of this state.

ARTICLE EIGHT: Any additional provisions for the operation of the corporation are as follows:

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

In Witness Whereof, the undersigned incorporator hereby declares under penalty of perjury that the statements made in the foregoing Articles of Incorporation are true.

Dated this 29 day of July, 2015.

Bruce Reese, Incorporator

Document prepared by:

Bruce Reese
57 N. Broad St.
Mobile, AL 36602-1303

CERTIFIED THIS COPY
Probate Court of Mobile County, AL.
Don Davis, Judge

Signature _____
Joe McEachern, Jr. Chief Clerk

Date _____

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

The Friendship House Corporation

This name reservation is for the exclusive use of Lawrence Carroll, 1800 S. Indian Creek Dr., Mobile, AL 36607 for a period of one year beginning July 15, 2015 and expiring July 15, 2016

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

July 15, 2015

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES695503

FRIENDSHIP HOUSE CORPORATION

P.O Box 787

Mobile, Alabama 36601

President - James T. Averhart, Jr. • VP – Joseph Pettaway, Jr. • Secretary – David Colley III • Treasure – Reginald Mitchell Sr.

January 23, 2023

Dear Representative,

The listed individuals are the assigned officers and authorized to conduct official business on behalf of Friendship House Corporation.

- Joseph E. Pettaway, Jr. – Vice President
- David Colley – Secretary
- Reginald Mitchell – Treasure

If you have questions or request additional information, please contact me at (540) 288-6129.

Respectfully,

J. T. Averhart, Jr.

James T. Averhart, Jr. President
Friendship House Corporation

Subscribed an sworn to before me
this 23rd day of January, 2023.

Notary Public
Comm Exp 3/3/2023

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-21-2015

Employer Identification Number:
47-5110333

Form: SS-4

Number of this notice: CP 575 E

FRIENDSHIP HOUSE CORPORATION
57 N BROAD ST
MOBILE, AL 36602

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-5110333. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return
Form 1041, U.S. Income Tax Return for Estates and Trusts
Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-108133-2023
Issue Date: 01/19/2023

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400010157.	57 N Broad St	

Business Name	Issued To	Zoning Districts
THE FRIENDSHIP HOUSE CORPORATION	Name: JAMES AVERHART Company: THE FRIENDSHIP HOUSE CORPORATION Address: 57 N Broad St Mobile, AL 36602 Phone: (540) 288-6129	B-4

This Zoning Classification Allows the property to be used for:

Membership organization meeting hall (including non-profit civic, social, fraternal, business, or political organizations; but not including college fraternities or sororities)

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION.
THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Zoning Ordinance, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

City of Mobile, PO Box, 1827 Mobile, AL 36633-1827
Telephone:251.208.5895 Fax: 251.208.5896

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an BAR / LOUNGE
(Type of business)

THE FRIENDSHIP HOUSE CORPORATION
(Name of applicant whether individual, corporation, etc.)

57 N. BROAD ST MOBILE AL 36602
(Location address for application)

Mobile	AL	36602
City	State	Zip

1504 FT²
(Square feet of business)

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

****

URBAN DEVELOPMENT DEPARTMENT

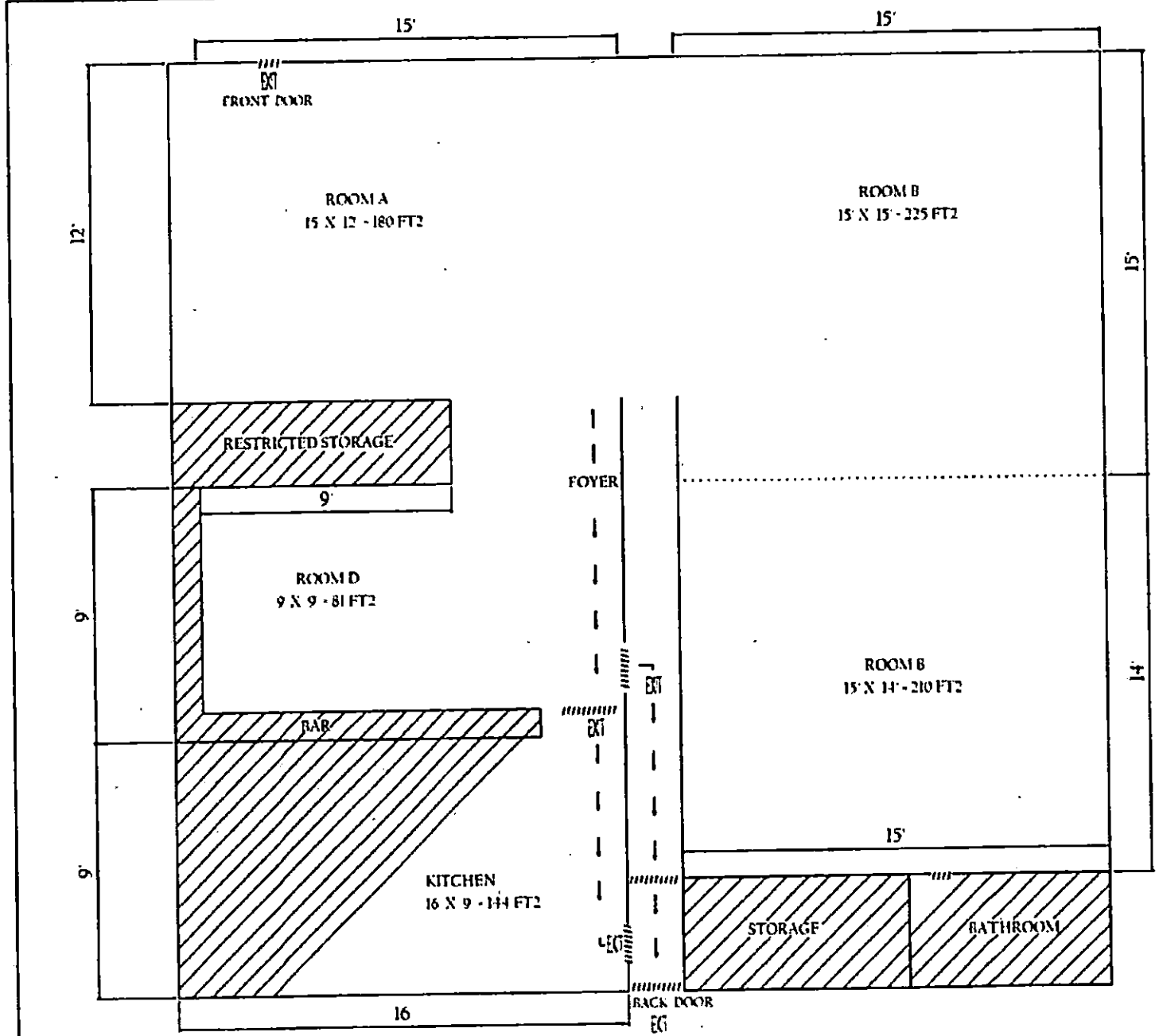
Zoning B-4 Parking Provided _____

Parking Required _____ Compliance: _____ Yes _____ No

(Signed by Urban Development Dept) 1/30/2023
Date

*Approved as a name change to an existing liquor license only

57 N BROAD ST CONCEPTUAL DWG KITCHEN



LEASE-PROPERTY OWNERSHIP AGREEMENT

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

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is (X) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to THE FRIENDSHIP HOUSE CORPORATION who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 20th day of January, 2023.

Notary Public

JAMES AVERHART JR
Property Owner — Date

3/3/2024
My Commission Expires

20 JAN 23
Licensee — Date

JAMES E. CARROLL JR. NOTARY PUBLIC STATE AT LARGE

Inst # 2019047015 Pages 1 of 2 Doc ID
I certify this instrument filed on 8/15/2019 12:20 PM
Don Davis, Judge of Probate
Mobile County, AL Rec $18.00
DeedTx $12.50
MtgTx $0.00 Clerk JHANCOCK

REAL ESTATE SALES VALIDATION

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below.

Grantor's Name:	Omega Community Outreach, Inc.	**Grantee's Name:**	Friendship House Corp.
Mailing Address:	57 N Broad St., Mobile, AL 36602	**Mailing Address:**	57 N Broad St. Mobile, AL 36602
Property Address:	1310 Congress St. Mobile, AL 36603	**Date of Sale:**	August 9, 2019

Assessor's Market Value: $12,300

STATE OF ALABAMA *
COUNTY OF MOBILE *

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that OMEGA COMMUNITY OUTREACH, INC., Grantor, for and in consideration of the sum of FIVE HUNDRED AND NO/00 ($500.00) DOLLARS, and other good and valuable consideration, hereby acknowledged to have been paid to said Grantor by FRIENDSHIP HOUSE CORPORATION whose principal office is located at 57 N. Broad St., Mobile, AL, Grantee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, all that certain real property situated in the County of Mobile, State of Alabama, more particularly described as follows:

Beginning at a point on the North side of Congress Street 126 feet Eastwardly from the Northeast corner of Congress and Cuba Streets, and running thence Northwardly and parallel with Cuba Street, along the line supposed to be the West line of Lot No. 9 in Square 28 of the Camp Ground Tract as per map recorded in the Probate Court of Mobile County, Alabama, in Deed Book 85 N.S., page 47, 103 feet to a point; thence Eastwardly and parallel with Congress Street along a line supposed to be the center line of said Square 28, 43 feet 4 inches to a point, thence Southwardly and parallel with Cuba Street 103 feet to the North line of Congress Street; thence Westwardly along the North line of Congress Street 43 feet 4 inches to the place of beginning.

SUBJECT, HOWEVER, TO: Any restrictive covenants and/or easements of record relating to the above described property.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Grantee, its heirs and assigns, in fee simple forever.

AND except as to taxes hereinafter falling due, Grantor, by, does for itself, its heirs, executors, administrators, successors and assigns, covenant and warrant unto the said Grantee, that it is lawfully seized of an indefeasible estate in fee simple in said premises; that it is in quiet and peaceable possession of said property; that said property is free and clear of all liens and encumbrances; that it has good and lawful right to sell and convey said property; and that it does hereby warrant and defend the title to said property unto the Grantees and the heirs and assigns of the Grantees, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said DAVID L. COLLEY III in his capacity as Chairman of the Board of OMEGA COMMUNITY OUTREACH, INC. has hereunto set his hand and seal on this the 9th day of August, 2019.

Omega Community Outreach, Inc.

_____ (SEAL)
By: DAVID L. COLLEY III
Its Chairman of the Board

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County and in said State, do hereby certify that DAVID L. COLLEY III, whose name as Chairman the Board of Omega Community Outreach, Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9th day of August, 2019.

_____
NOTARY PUBLIC

My Commission Expires: 1/7/2020

This instrument was prepared by:
David L. Colley III
57 N. Broad St.
Mobile, AL 36602

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

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

JAN 20 2023
Date

J. T. Adams, Jr.
Owner of Property (Signature)

THE FRIENDSHIP HOUSE CORPORATION
Print Name of Property Owner

57 N. BROAD STREET
Address

MOBILE AL 36602
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

JAN 20 2023
Date

J. T. Adams, Jr.
Applicant's Signature

THE FRIENDSHIP HOUSE CORPORATION
Print Name of Applicant

57 N. BROAD STREET
Address

MOBILE AL 36602
City State Zip

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/31/2023 - 9:04 AM

03-128 **2023**

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the re-appointment of Michael Holland and designate him as Chairperson and appoint Patrick Murphy to the Infirmary System Special Care Facilities Financing Authority of Mobile board for terms ending at noon on the second Monday in November 2029.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/31/2023 - 9:45 AM

60-129 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmembers Penn, Carroll, and Small

WHEREAS, Councilmembers Penn ($3,000.00), Carroll ($3,000.00) and Small ($3,000.00) wishes to appropriate **$9,000.00 total**, to U. J. Robinson Memorial Center, Inc., from their discretionary funds; and

WHEREAS, U. J. Robinson Memorial Center, 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 U. J. Robinson Memorial Center, Inc., Inc. will be used for daycare services for the elderly and disabled, 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 **$9,000.00** to U. J. Robinson Memorial Center, Inc., Inc. for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/27/2023
agreement	Cover Memo	1/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/27/2023 - 10:15 AM

01-107 2023

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND ADAMS STREET PROPERTY, LLC

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council (the "City Council") of the City of Mobile, Alabama (the "City"), as follows:

Section 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Adams Street Property, LLC, an Alabama limited liability company (the "Company") have agreed to the terms of that certain Project Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Company, a Related Company (as defined in the Agreement) of Gulf Distributing of Mobile, LLC, an Alabama limited liability company ("Gulf"), has acquired certain real property and buildings located at 401 North Water Street in downtown Mobile (the "Facility") and proposes to make improvements to, and expand, the buildings and structures thereon so as to allow Gulf to expand its existing operation in the City.

(c) Gulf proposes to acquire and install fixtures and equipment within the Facility, and make tenant improvements to the Facility for operation as a beverage distribution facility and commercial offices (the Company's improvement work and Gulf's improvement work collectively referred to as the "Project").

(d) As part of the Project, it is expected that Gulf will employ 245 full-time employees, including employees currently working at Gulf's existing facility in the City, with a combined total capital investment required for the Project by the Company and Gulf estimated to be approximately Twenty-One Million, Two Hundred Fifty Thousand Dollars ($21,250,000) within the timelines provided in the Agreement.

(e) In reliance on the Company's and Gulf's representations of the capital investment by the Company and Gulf, employment and wage levels provided by Gulf, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner described in the Agreement, subject to applicable State and Federal laws, particularly by conveying approximately three (3) acres of real property currently owned by the City and located adjacent to the Facility (the "Property") to the Company, at no cost to the Company, subject to certain recapture provisions as set forth in the Agreement. The estimated value of the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) (the "Incentive"). The Company and Gulf will each be a direct beneficiary of the Agreement.

(f) The Company and Gulf will each be a direct beneficiary of the Agreement.

(g) The Incentive will benefit the Company and Gulf in consideration of the Company's and Gulf's development of the Project, subject to fulfillment by the Company and Gulf of certain commitments as described in the Agreement.

(h) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(i) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City, including by conveying real property to any private entity for less than the fair market value thereof.

(j) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to convey the Property to the Company at no cost to the Company as set forth in the Agreement.

(k) The conveyance of real property for less than the fair market value thereof for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(l) The Property no longer serves a municipal or public purpose.

(m) (1) On January 22, 2023, the City caused to be published in the newspaper with the largest circulation in the City, the notice required by Section 94.01(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

Section 2. The City Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby

approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

Section 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This Resolution shall take effect immediately.

Adopted:

_____

City Clerk

PROJECT AGREEMENT

(Project Cold One)

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of _____ ___, 2023 (the "Effective Date") by and between the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **ADAMS STREET PROPERTY, LLC**, an Alabama limited liability company (the "Company"). The City and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Company is a Related Company, as hereinafter defined, of Gulf Distributing of Mobile, LLC, an Alabama limited liability company ("Gulf"); and

WHEREAS, the Company has acquired certain real property and buildings (the "Facility") and proposes to make improvements to, and expand, the buildings and structures thereon so as to allow Gulf to expand its existing operation in the City; and

WHEREAS, Gulf proposes to acquire and install fixtures and equipment within the Facility, and make tenant improvements to the Facility (the Company's improvement work and Gulf's improvement work collectively referred to herein as the "Project"); and

WHEREAS, the Company anticipates it will invest approximately $16,250,000 in the Project and Gulf anticipates it will invest approximately $5,000,000.00 in the Project and that Gulf will employ 245 full-time workers the Project (including employees currently working at Gulf's existing facility in the City); and

WHEREAS, in reliance on the Company's and Gulf's representations of the capital investment by the Company and Gulf, employment and wage levels provided by Gulf, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner and amounts described herein, subject to applicable State and Federal laws; and

WHEREAS, the City and the Company wish to set forth the terms of their agreement with respect to the development of the Project; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the City and the Company have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set forth in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this section:

Agreement shall have the meaning assigned in the preamble of this Agreement.

Annual Update shall have the meaning set forth in Section 3(l).

Business Day means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the State or the United States government.

Capital Investment means the costs incurred and paid for engineering, site preparation, construction, furnishing and equipping the Project by the Company and Gulf which are of a type properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). Whether an expenditure is a Capital Investment is determined at the time the expenditure is paid or at which time the Company has contractually obligated itself to pay third-party equipment manufacturers, vendors, or contractors for delivery of or to and performance with respect to the site or construction and equipping of the Facility.

Capital Investment Target has the meaning set forth in Section 3(b).

Capital Investment Target Date has the meaning set forth in Section 3(c).

Cessation of Business has the meaning set forth in Section 5(a)(ii).

Change of Control has the meaning of either:

(a) The acquisition by any "Person" (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 75% of the combined voting power of the then-outstanding securities or ownership interest of the Company entitled to vote in the election of directors or other governing authority of the Company, or

(b) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or disposition of all or substantially all of the Company's assets.

City shall have the meaning assigned in the preamble of this Agreement.

Closing has the meaning set forth in Section 4(e).

Commence Construction or Commencement of Construction shall mean the first date that physical work is being performed, using appropriate equipment and manpower, to develop, expand, retrofit and equip the Facility and install necessary infrastructure to accomplish the objectives of the Project.

Commence Operations or Commencement of Operations shall mean the first date that both (a) the Facility has been issued a certificate of occupancy following application therefor by the Company from the appropriate governmental authority, and (b) Gulf is operating the Facility as a beverage distribution facility and commercial offices.

Company shall have the meaning assigned in the preamble of this Agreement and will include any approved Related Company for purposes of achieving any capital investment requirements.

Company Acceptance Date has the meaning set forth in Section 4(e).

Company Representatives has the meaning set forth in Section 4(c).

Due Diligence Period has the meaning set forth in Section 4(c).

Effective Date shall mean the date set forth in the preamble of this Agreement.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, codified as Section 94.01 of the Constitution of Alabama of 1901, as amended.

Facility shall have the meaning set forth in the Recitals of this Agreement.

Force Majeure Event will include any of the following events that materially adversely impact the construction or operation of the Facility: (a) fire, explosion, tornado, waterspout, straight line wind, flood, earthquakes, hurricanes and tropical storms named by the National Oceanic and Atmospheric Administration and any ensuing storm surge, unusually adverse weather; (b) war, civil war, invasion, violent act of foreign enemy or armed conflict; (c) nuclear, chemical or biological contamination, oil spills, ionizing radiation, or epidemic or pandemic; (d) vessel or object strikes, (e) an act of terrorism; (f) strikes, labor disputes, riots, civil commotion strikes or insurrection, and (g) any other or different circumstance beyond the reasonable control of such Party. For purposes of clarity, a Force Majeure Event does not excuse the payment of money and the obligation to give any notice required to be given under this Agreement. A Party will notify the other Party if it is affected by a Force Majeure Event within ten (10) Business Days

of it first becoming aware of such event. A Force Majeure Event will excuse the impacted Party from whatever performance is prevented by the Force Majeure Event and/or extend the due date for such performance for such period of time equal to the delay caused by the Force Majeure Event.

Indemnified Parties shall have the meaning set forth in Section 16 of this Agreement.

Inspection and Inspections has the meaning set forth in Section 4(c).

Land Incentive has the meaning set forth in Section 4.

Land Incentive Amount has the meaning set forth in Section 5(a).

Maintenance Period shall be the five (5) year period beginning with the first Recapture Year after the Company Commences Construction.

Mobile First Initiative shall have the meaning set forth in Section 3(l) and in **Exhibit A** hereto.

Party or Parties has the meaning set forth in the Preamble hereof.

Project shall have the meaning assigned in the Recitals of this Agreement.

Property shall mean that tract of real property described in Section 4 and on **Exhibit B** hereto.

Recapture Year shall mean each 365-day period of the Maintenance Period. The Recapture Year begins on the first day of the calendar quarter following the Company's notification to the City of Commencing Construction.

Related Company has the meaning provided in the Alabama Jobs Act, codified in Section 40-18-370, *et seq*., of the Code of Alabama.

Statutory Warranty Deed has the meaning set forth in Section 4(a).

Survey has the meaning set forth in Section 4(b).

Title Commitment has the meaning set forth in Section 4(d).

Title Insurance Company has the meaning set forth in Section 4(d).

Title Insurance Policy has the meaning set forth in Section 4(e).

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the City anticipate the prompt receipt of substantial economic benefit to the City and local communities in return for the incentives granted under this

Agreement. In consideration of the City providing the incentives described in this Agreement, the Company makes the following commitments, representations and warranties:

(a) The Company shall cause Commencement of Construction not later than November 1, 2023, and the Company shall cause the Commencement of Operations not later than January 1, 2026.

(b) In furtherance of the Project, the Company's and Gulf's cumulative Capital Investment in the Project will be $21,250,000 (the "Capital Investment Target").

(c) Not later than January 1, 2026 (the "Capital Investment Target Date"), the Company expects to achieve the Capital Investment Target.

(d) The Company shall give good faith consideration to City-based contractors and vendors and City residents to provide products and services in undertaking the Project and shall cause Gulf to do the same. The Company shall select contractors and vendors which are in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law and shall cause Gulf to do the same. Except as expressly set forth in this Subsection 3(d), the Parties acknowledge and agree that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(e) The Company shall give good faith consideration to qualified City residents for employment at the Project, subject in all cases to the Company's then usual and customary hiring policies and shall cause Gulf to do the same. Except as expressly provided in this Subsection 3(e), the Parties acknowledge and agree that recruitment and selection of employees for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company is a going concern, is financially solvent and shall make available adequate funding to undertake the Project and conduct the Company's business at the Facility.

(h) The Company and Gulf are each in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations at the Facility throughout the duration of this Agreement including any applicable employment and immigration laws.

(i) Pursuant to section 31-13-9(k) of the Code of Alabama, by signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not violate federal or state immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Furthermore, if the Company is found to be in violation of this provision, it shall be deemed in breach of this Agreement and the Company shall be responsible for all damages resulting therefrom. On or before the Effective Date, the Company has provided to the City documentation evidencing its participation in the E-Verify program.

(j) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any applicable law, regulation, agreement, instrument, restriction, order, or judgment.

(k) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational or governing documents, or otherwise is required by law, and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City, reasonable documentation of the foregoing authority and action shall be provided by the Company. Further, upon request of the City, the Company shall provide such other documentation as is reasonably satisfactory to the City as to the matters described in this Agreement.

(l) The Company, directly and through its construction manager, will implement contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as **Exhibit A** (the "Mobile First Initiative"). During construction and ramp up of the Project, the Company agrees to provide an annual written update (the "Annual Update") to the Mobile Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Update will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

(m) If the Company determines that it will not meet any of the commitments set forth in Subsections 3(a) or (c) by the deadlines set forth in those Subsections due to the occurrence of a Force Majeure Event, within a reasonable time prior to expiration of any such commitment that the Company claims has been or will be delayed by a Force Majeure Event, the Company shall give the City written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under this Agreement, what actions the Company plans to undertake in order to address the

conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under this Agreement. If the City determines that a Force Majeure Event has occurred and that the Company is making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the City shall give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under this Agreement.

4. **The City Land Incentive**. In order to properly expand the Facility for use by the Company and Gulf, the Company must acquire a portion of real property adjacent to the Facility comprising approximately 3 acres that is currently owned by the City, as more particularly described on **Exhibit B** attached hereto (the "Property"). In consideration of the Company undertaking the Project and the economic benefit to the City to be realized from the Project, the City will convey the Property to the Company, at no cost to the Company, subject to the following:

(a) Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City hereby agrees to convey the Property to the Company by executing and delivering to the Company at Closing (as defined herein) through a recordable statutory warranty deed in a form approved in writing by the Company conveying good and marketable fee simple title to the Property, free of all liens, security interests, defects, leases, restrictions, assessments, claims and encumbrances, except for the following matters: (1) utility easements necessary to serve the Property that are approved in writing in advance by the Company; (2) any easements, rights-of-way, encroachment or other such encumbrances recorded in the land records of Mobile County, Alabama or otherwise identified in the Survey that do not interfere with the planned Project and are approved in writing by the Company, (3) any retained easements provided the same are approved in writing by the Company, and (4) any other exceptions approved in writing by the Company in accordance herewith (the "Statutory Warranty Deed").

(b) Survey. Within ten days (10) days following the Effective Date, the City will complete or cause to be completed, at the City's cost or expense, a complete, current survey (conforming to ALTA standards) of the Property and all burdening easements and rights-of-way appurtenant thereto, made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of the Company and, if applicable, the Title Insurance Company (as defined herein) (the "Survey"). The Survey will be certified in favor of the Company, the City and the Title Insurance Company and will show the number of square feet included in the Property, any improvements on the Property, rights-of-way, easements or encroachments on the Property, wetlands, flood hazard data concerning the Property and any other matters desired by the Company. The surveyor that prepares the Survey will, in connection therewith, also prepare a legal description of the Property. Upon delivery of the Survey and legal description of the Property to the Company, the Company will also provide a copy of the Survey and said legal description to the City and the legal description will be utilized in the Statutory

Warranty Deed. The Company will have the right to object to matters revealed by the Survey as a part of its right to object to title to the Property as set forth in Section 4(d).

(c) Inspection of the Property. The City will allow the Company thirty (30) days from the Effective Date to complete its due diligence on the Property (the "Due Diligence Period"), and will provide the Company with reasonable Property access for its due diligence prior to the expiration of the Due Diligence Period. Within ten (10) days of the Effective Date, the City will furnish the Company without warranty an electronic and hard copy of any study, investigation, report, testing, analysis or other document in the possession or control of the City concerning the condition of all or a part of the Property. The City hereby grants to the Company and its employees, contractors, and agents (collectively the "Company Representatives") the right and privilege prior to the Closing to enter upon the Property and to make engineering studies, structural analyses, the Survey, appraisals, investigations and other types or kinds of analyses of the Property desired by it, including, but not limited to endangered species, wetlands, cultural assessments and/or environmental tests or other analyses (collectively, the "Inspections"). For the purposes of this Section and this Agreement, the City consents to the Company, should it choose to do so, utilizing any professional to conduct an Inspection previously used by the City for a similar Inspection. Before the Company Representatives enter the Property to perform any Inspections, the Company will give the City reasonable advance notice and, at the City's option, a representative of the City may accompany the Company or the Company's representative. The City will not be required to conduct any investigation related to the above specified Inspections; rather the Company will conduct its own investigations, as it deems necessary and desirable, to determine its satisfaction with all of the above specified Inspections. At all times during the presence of the Company's Representatives on the Property, the Company agrees that the Company will not allow, and the Company's Representatives will not conduct, any physically invasive testing of, in, on, or under the Property without first obtaining the City's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. The Company agrees to return the Property to the same condition and cleanliness existing before entry or occupation by the Company's representatives, including, but not limited to, sealing wells or other similar subsurface investigations to the extent practicable. The City will keep confidential all information resulting from the Inspections except where disclosure is required by law. The Company and the City may disclose confidential information to the applicable party's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Property, provided the disclosing party takes all reasonable measures to assure that its representatives keep such information confidential which will be deemed satisfied if the disclosing party advises their representative in writing of the existence of confidential information and the requirement to keep the information confidential. The Company will indemnify and hold the City harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by the Company, which the City may incur as a result of (a) any act or omission of the Company or its agents or representatives arising in connection with any tests or inspections conducted by the Company or its agents or representatives, or (b) the failure of the Company to

restore the Property in accordance with this Section; provided, however, that the Company will not be required to indemnify the City if and to the extent that any such loss, injury, liability, damage or expense was caused by the gross negligence or willful misconduct of the City, its representatives, or its agents. Upon completion of the Inspections, the Company may, by written notice, advise the City of any defects in or concerns with the environmental condition of the Property, the condition of any buildings on the Property, or any other matters of any kind or nature related to the Property which, in the sole discretion of the Company, materially interfere with or adversely affect the development of the Property for use in the Project. Upon receipt by the City of such written request from the Company, the City will use commercially reasonable efforts to cure such defects. The City will cooperate with the Company in causing (y) a subdivision plat to be approved which combines the Property to be incorporated into the Facility property as a single lot of record and (z) the combined properties to be re-zoned in a manner which will allow the newly approved subdivision lot to be used as a warehouse, distribution facility, and commercial office building. The Company shall cause all applications for subdivision and rezoning of the Property to be prepared and filed with the City Planning Commission and the City agrees to provide its consent to the filing of the same. On or before the date of expiration of the Due Diligence Period, and subject to the obligation set forth herein of the City to cure defects, the Company will provide the City with either (i) written notice that it deems the Property to be unsuitable for its intended purpose and is therefore terminating this Agreement, or (ii) a written waiver of all conditions and contingencies for its acceptance of the Property from the City and a written certification that the Company will accept the conveyance of the Property from the City, subject to all matters of title and Survey then existing, and Commence Construction as defined herein. In the event the subdivision and re-zoning process has not been completed during the Due Diligence Period, the Parties agree to extend the Due Diligence Period, and the Company's right to make any objections, to a date which is ten (10) days following final approval of the subdivision and re-zoning of the Property and the expiration of any appeal period.

(d) Title to the Property. The City hereby represents and warrants to the Company that it is or will prior to Closing be the sole, fee simple owner of the Property. Within ten (10) days following the Effective Date, the Company will obtain a commitment for title insurance for the Property (the "Title Commitment"), at the Company's expense, which Title Commitment will be issued by a title company satisfactory to the Company (the "Title Insurance Company") in an amount acceptable to the Company. The Title Commitment will commit (i) to insure title to the Property, and (ii) to provide any special coverages and/or endorsements reasonably desired by the Company. The Company will also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Title Commitment and evidence satisfactory to the Company that there are no UCC financing statements affecting the Property or any appurtenant easements or rights-of-way. If the Title Commitment, the examination of UCC financing statements or the Survey reveals defects, liens, claims or encumbrances, then the Company will provide written notice to the City of such defects, liens, claims or encumbrances, and upon receipt of such notice by the City, the City will have thirty (30) days to cure any such defects or claims or remove such liens or

encumbrances. If said defects, liens, claims or encumbrances cannot be cured by the City within thirty (30) days after the City receives notice thereof, then the Company may take any one or more of the following actions, in its sole discretion: (1) by written notice to the City, give the City additional time to remove such defects, liens or encumbrances without prejudice to the Company's right to take either of the following actions in the event the City does not remove such defect, lien or encumbrance within such additional time; (2) by written notice to the City, waive any such defect, lien or encumbrance and proceed with the transaction; and/or (3) by written notice to the City, terminate this Agreement. Additionally, the Company reserves the right to review all title exceptions shown on the Title Commitment or otherwise made known to the Company to insure that none of them will materially interfere with or adversely affect the development of the Property for use in the Project. At the Closing, the Company may cause the status of the title to the Property to be updated (including but not limited to updating the Survey) to the actual time of the Closing and may obtain assurance that is satisfactory to the Company in its sole discretion from the Title Insurance Company that the Title Insurance Policy (defined herein) to be issued pursuant to the Title Commitment will be issued to the Company and/or a lender simultaneously with the Closing in accordance with the Title Commitment, subject to any objections made by the Company. On or before the date of the Closing, the City will comply with the requirements of the Title Commitment and will otherwise perform all acts and execute all instruments to convey good, marketable and insurable title to the Company in accordance herewith and to cause issuance of a Title Insurance Policy in accordance with the Title Commitment, subject to any objections made by the Company.

(e) Closing. Upon approval of the subdivision and re-zoning of the Property and the City's receipt from the Company during the Due Diligence Period, as the same may be extended, of the waiver and certification provided for in Section 4(c) (the "Company Acceptance Date"), the City and the Company will agree to a date or dates not more than fifteen (15) days following the Company Acceptance Date, unless a later date is agreed to in writing by the City and the Company, on which the City will, at no cost to the Company, convey the Property by Statutory Warranty Deed to the Company ("Closing"). At the Closing, the City will execute and deliver such other instruments and documents as are usual and customary for a closing of real property or required by the Title Company to provide an Owner's and/or Lender's policy of Title Insurance (collectively or individually the "Title Insurance Policy"), including but not limited to: (a) an affidavit agreement in favor of the Company stating that the City is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended; (b) an IRS Form 1099; (c) an Owner's and Contractor's Affidavit in a form required by the Title Company; (d) a Closing Statement; a Broker's Lien Waiver or Affidavit in a form required by the Title Company; and (e) a resolution, consent, minutes or other documents in a form approved by the Title Company ratifying this Agreement and all documents required by the City arising out of this Agreement, evidencing the authority of the City to execute the Statutory Warranty Deed and other closing documents and agreements and designating the authorized representative to sign the same for and on behalf of the City.

(f) Possession of the Property. Possession of the Property will be delivered to the Company upon the date of Closing and simultaneously with the delivery by the City of the Statutory Warranty Deed.

5. Recapture of the Land Incentive Amount. The Company acknowledges that the Land Incentive offered by the City is based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred in the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions in favor of the City in the circumstances described below for the Land Incentive:

(a) For all purposes of this Agreement, the Parties agree that the anticipated value of the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) (the "Land Incentive Amount"). The City shall be entitled to compensation payable by the Company for the Land Incentive Amount or portion thereof under the following conditions:

i. In the event the Company and Gulf, on a consolidated basis, fail to achieve at least eighty-five percent (85%) of the Capital Investment Target by the Capital Investment Target Date, the Company will pay to the City a prorated amount of the Land Incentive Amount, calculated by multiplying the Land Incentive Amount by the percentage difference between the Capital Investment Target and the actual amount of Capital Investment at the Facility as certified by an authorized officer of the Company and Gulf.

ii. Notwithstanding anything herein to the contrary, if for any reason whatsoever during the period beginning at the Commencement of Construction and ending upon the expiration of the Maintenance Period, the Company and/or Gulf substantially abandons the construction of the Facility, closes the Facility, or relocates substantially all of its operations conducted at the Facility to a location outside of the City (each such event constituting a "Cessation of Business"), then promptly after the occurrence of the Cessation of Business, the Company will pay to the City in immediately available funds the amount of the Land Incentive Amount less the total of any payments theretofore received by the City from the Company pursuant to this Section 5.

(b) Notwithstanding anything herein to the contrary, the maximum amount that the City may recapture from the Company under this Section 5 will be the Land Incentive Amount.

(c) The right of the City to require payment to the City of the amounts related to the Land Incentive Amount under this Section 5 will survive the termination of this Agreement and end upon the expiration of the Maintenance Period.

6. Grounds for Termination of the Obligations of the City. The obligations of the City hereunder may be terminated by the City upon the occurrence of any of the following events:

(a) Failure of the Company to timely pay all amounts required under Section 5 of this Agreement as a result of the Company's failure to Commence Construction of the Facility or to

cause Gulf to Commence Operations at the Facility as required by the terms of this Agreement. The City will provide to the Company prior written notice and opportunity to cure for a period of ninety (90) days from receipt of such written notice before delivering a default.

(b) The determination by the City, and the giving of written notice by the City to the Company that any material representations made by the Company or its agents to induce the City, or any agency or subdivision thereof, to offer the Land Incentive to the Company are not true in any material respect. In the event the Company disagrees with such determination, the Company will so indicate by written notice given no later than thirty (30) days following receipt of the City's notice. In such event, the City will give good faith consideration to any information provided by the Company before deciding whether or not to proceed with termination. If the Company disagrees with the City's determination, the Company may avail itself of the legal rights as referenced in Section 13 of this Agreement.

(c) Subject first to both the Company's failure to cure and then pay those amounts set forth in Section 5, the failure of the Company to Commence Construction of the Facility or Commence Operations at the Facility by the dates set forth in Section 3(a), or to meet the Capital Investment Target by the Capital Investment Target Date.

(d) A Change of Control of the Company that occurs without the consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, before the expiration of the Maintenance Period. In the event of a termination due to a Change in Control, the full Land Incentive Amount will be immediately due and payable by the Company to the City.

7. **Costs and Expenses**. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment**. Absent the consent of the City, which will not be withheld unreasonably, this Agreement is not assignable, except that the Company will have the right at any time to assign all or part of its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any Related Company or any financially solvent affiliate of the Company that is not a single purpose entity for this Project, that is reasonably acceptable to the City and that agrees to assume the assigned obligations of the Company in and to the Project; and if so assigned, the Company will continue to be responsible for the performance of obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City. Nothing herein will prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law. Nothing herein will prohibit the Company from pledging its rights under this Agreement to any lender or agent on behalf of its lenders, or from such lenders or agents exercising remedies with respect to such pledge.

9. **Section Titles and Headings**. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

10. **Survival of Representations and Warranties**. The representations, warranties and covenants made by each of the Parties hereto and contained herein will survive the performance of any obligations to which such representations, warranties and covenants relate.

11. **Further Assurances.** The Governmental Parties each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

12. **Amendments and Waivers**.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as provided herein, the rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

13. **Governing Law**. The governing law of this Agreement will be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the Parties agree that any dispute between the Parties for which judicial resolution in the state or federal court system is appropriate will be resolved in the courts of Mobile County, Alabama or Federal courts located in Mobile, Alabama.

14. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

15. **Notices.** All notices required by, or arising out of, or related to this Agreement will be sent by overnight courier or United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Adams Street Property, LLC
3378 Moffett Road
Mobile, AL 36607
Attn: Louis Maisel

With a copy to:
James F. Watkins, Esq.
Maynard Cooper & Gale
11 North Water Street, Suite 24290
Mobile, Alabama 36602

or to such other address as the receiving Party will have most recently forwarded to the sending Party pursuant to the provisions of this Section 15.

16. Indemnification. The Company will release, save, hold harmless, and indemnify the City, its elected officials, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the Company's performance of any of its obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all reasonable costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, arising from the Company's performance of any of its obligation herein, and the Company, upon notice from the City, will defend the same at the Company's expense by counsel reasonably satisfactory to the City as the case may be. The foregoing indemnity obligation will include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied under contract with any of the same and the Company in connection with the improvements of the Project. The foregoing indemnity obligation will survive the expiration or earlier termination of this Agreement.

17. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

18. **No Strict Construction**. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person.

19. **No Other Duties**. The only duties and obligations of the Parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations will be implied in fact, law or equity, or under any principle of fiduciary obligation.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which, together, will constitute one and the same instrument. This Agreement may be executed by one or more Parties using an electronic signature, which the Parties agree will be binding for all purposes and will constitute an original signature.

21. **Interpretation**. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any fact or item disclosed in any Schedule will be deemed disclosed in each other Section of such Schedule to which such fact or item may apply so long as (a) such other Section is referenced by applicable cross reference or (b) the relevance of such disclosure to such other Section is reasonably apparent on its face without any further inquiry. Any capitalized terms used in any Schedule but not otherwise defined therein will have the meaning as defined in this Agreement. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any statute include any rules and regulations promulgated thereunder, and references to any statute, rule or regulation are to such statute, rule or regulation as amended, modified or supplemented from time to time in accordance with applicable law. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The word "Party" is to be deemed to refer to a Party hereto and references to "$" are to U.S. Dollars. References to "days" will refer to calendar days unless Business Days are specified. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be

fulfilled on a day which is not a Business Day, such period will expire or such event or condition will occur or be fulfilled, as the case may be, on the next succeeding Business Day.

22. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

23. Press Releases. To the extent permitted by applicable law, the City agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

24. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and will inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the City herein are binding upon and will to the extent provided by the terms of this Agreement inure to the benefit of the City and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the City will enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

25. Execution and Performance of Company's Commitments, Representations and Warranties. The Parties agree that, in executing and performing on the commitments, representations and warranties set forth in Section 3, the Company will be entitled to execute and perform either directly, or indirectly through the Company's parents, affiliates or subsidiaries, and that such indirect performance will be accounted and recorded as performance and execution of the Company for purpose of this Section 25 and this Agreement.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

[*Remainder of page intentionally left blank*]

ADAMS STREET PROPERTY, LLC, an Alabama limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Signature Page for Project Agreement by and between Adams Street Property, LLC and the City of Mobile, Alabama

ATTEST:

_____
Lisa C. Lambert
City Clerk

CITY OF MOBILE

_____
William H. Stimpson, Mayor

EXHIBIT A
Mobile First Initiative

(attached)

EXHIBIT B

Legal Description of Property

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve item-based bid award to Interstate Printing & Graphics Inc for printing of Quarterly Event books for Parks & Recreation.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20230125 EventPrint Agenda Package POs	Cover Memo	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5748	PRINTING & MAILING OF MPRD QUARTERLY EVENT BOOKS	1	$1.50025 per book min 4000 books	Six months, renewable for five additional six-month periods.	(99211) INTERSTATE PRINTING & GRAPHICS INC

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5748

PRINTING OF QUARTERLY EVENT BOOKS

	VENDOR	QUARTERLY EVENT BOOKS 4 COLOR PROCESS Based on Quantity of 4000 18290	Notes
1	Interstate Printing	$ 1.50025	6k copies 1.364--8k 1.26313-- 10k plus 1.1603
2	Fox Press	$ 1.69000	
3	Calagaz Printing	$ 2.04550	
4	Gwin's Printing	$ 2.12000	
5	King's Publishing	$ 2.24000	
6	Source One	$ 3.15000	
7	Artcraft Press	$ 3.33000	
8	J O Acree Co	no bid	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/8/2022	5748	PARKS AND REC	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 29, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 4,000 - 10,000	**PRINTING OF QUARTERLY EVENT BOOKS** COVER, IS 11X17 WHITE 80# MACGREGOR+ COATED COVER GLOSS, FOLDED TO BE 8.5 X 11 WITH PRINTED IN 4 COLOR PROCESS INK FOR BOTH BACK AND FRONT. INSIDE WILL BE 13 SHEETS 11X17 WHITE 60# HUSKY OFFSET SMOOTH, FOLDED TO 8.5X11 TO TOTAL 52 PAGES, 4 COLOR PROCESS ON FRONT AND 4 COLOR PROCESS ON BACK. BOOK WILL BE SADDLE STITCH PRICE PER BOOK _____ IF THERE IS A PRICE BREAK IN THE QUANTITY RANGE PLEASE PROVIDE THE RANGE OF THE PRICE BREAKS 1ST BREAK RANGE _____ PRICE _____ 2ND BREAK RANGE _____ PRICE _____ 3RD BREAK RANGE _____ PRICE _____ 4TH BREAK RANGE _____ PRICE _____ **THE 1ST RUN WILL BE THE JUNE-JULY EVENT SCHEDULE AND WILL NEED TO BE PRINTED AND DELIVERED BY 04-18-2023.** **THE 2ND RUN WILL BE THE AUGUST-DECEMBER EVENT SCHEDULE AND WILL NEED TO BE PRINTED AND DELIVERED BY 06-30-2023.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

THE 3RD RUN WILL BE THE JANUARY 2024-MAY 2024 AND WILL NEED TO BE PRINTED AND DELIVERED BY 11-15-2023.

THESE ARE TO BE BUNDLED IN QUANTITY OF 250. QUANTITIES WILL VARY BASED UPON THE TIME OF YEAR FOR THE PRINTING.

CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH PRINTING.

Vendor shall not change font without permission of Purchasing Department.

Printed signs to be delivered less than seven (7) days after notification.
Finished product, unless specified otherwise, will be delivered to user Department.

All quantities purchased will be based on an as needed basis by City Departments.

Initial order to be as stated pricing shall be firm for additional orders, quantities.

Vendor is responsible to provide all materials and labor.

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more six (6) month periods.

All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact.

Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request.

City of Mobile Business License may be required. See Item 14 on reverse of page 1.

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/**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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.

Vendor must include contact information with this bid.

If you have any questions please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve an Item-based bid award for printing of banners, posters, and postcards for various departments.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20230125 Banner Agenda Package Bids	Cover Memo	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5752	Printing of Banners, Posters, Postcards for various departments	6	See bid tab	Six months, renewable for five additional six-month periods.	(280002) Source One Legal Copy of Mobile Inc

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5752

MULTI COLORED BANNERS

	ARO DAYS	7		7	10	7	7		7	5	
							*OUTSIDE 5 MILE POLICE JURSIDICTION				
	VENDOR	Rampant Media	Calagaz Printing	AGAS MFG Inc.	Gwins Printing	Source One Legal Copy	The Plot Shop	Image 360	Design Display, Inc	Custom Graphiz Signworks, LLC	Capitol Reproductions, Inc
1	8' x3' Banner	$ 23.750	$ 81.00	$ 66.10	$ 85.78	$ 64.95	$ 51.00	$ 95.00	$ 119.75	$ 48.00	$ 167.05
2	8'x8' Banner	$ 63.75	$ 215.68	$ 140.10	$ 215.90	$ 156.20	$ 132.00	$ 250.00	$ 288.00	$ 128.00	$ 297.50
3	5'x5' Banner	$ 24.75	$ 84.50	$ 67.50	$ 100.25	$ 68.49	$ 53.00	$ 98.00	$ 123.90	$ 50.00	$ 165.50
	TOTAL	$ 112.25	$ 381.18	$ 273.70	$ 401.93	$ 289.64	$ 236.00	$ 443.00	$ 531.65	$ 226.00	$ 630.05
4	11" x 17" Poster	NO BID	$ 41.24	NO BID	NO BID	$ 0.53	$ 0.37	$ 2.00	n/a	$ 3.00	NO BID
5	24" x 36" Glossy Poster	NO BID	$ 22.00	NO BID	NO BID	$ 12.95	$ 19.00	$ 24.00	n/a	$ 12.00	NO BID
	TOTAL	$ -	$ 63.24	NO BID	0	$ 13.48	$ 19.37	$ 26.00	NO BID	$ 15.00	NO BID
6	4"x6" Postcard	NO BID	0.2598	NO BID	NO BID	$ 0.2375	$ 0.20	$ 0.30	n/a	$ 0.25	NO BID

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: 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:
12/28/2022	5752	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	MULTICOLORED VINYL BANNERS					
Appx 1-1000	MULTI-COLOR 15 OZ VINYL BANNER 8' X 3' DOUBLE FOLD EDGE WITH BANNER TAPE BETWEEN THE FOLDED EDGE, WITH WIND SLITS GROMMETS TO BE EVENLY SPACED WITH 5 ON TOP, 5 ON BOTTOM, AND 1 ON EACH SIDE. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER_____					
Appx 1-1000	MULTI-COLOR 15 OZ VINYL BANNER 8' X 8'. GROMMETS TO BE EVENLY SPACED WITH 1 ON EACH CORNER AND THEN SPACED EVERY 12 INCHES ON 8' X 8' WITH WIND SLITS. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER_____					
Appx 1-1000	MULTI-COLOR 15 OZ VINYL BANNER 5' X 5' WITH GROMMETS EVENLY SPACED WITH 1 ON TOP, 1 ON BOTTOM, AND 1 ON EACH SIDE AND WITH WIND SLITS. THE CITY WILL PROVIDE CAMERA READY ARTWORK FOR EACH BANNER. PROOF WILL BE REQUIRED BEFORE PRINTING. PRICE PER BANNER_____					
	THE ABOVE 3 ITEMS TO BE AWARDED ALL OR NONE.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 2 of 3					
		THE FOLLOWING 2 ITEMS TO BE AWARDED ALL OR NONE.					
Appx 1-1000		11" X 17" PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS.					
		PRICE PER POSTER_____					
Appx 1-1000		24" X 36" PRINTED ON ONE SIDE FULL COLOR GLOSSY POSTER STOCK 80# FULL COLOR WITH BLEEDS. CAMERA READY ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTERS.					
		PRICE PER POSTER_____					
		ABOVE 2 ITEMS TO BE AWARDED ALL OR NONE.					
		THE FOLLOWING ITEM TO BE AWARDED ALL OR NONE.					
Appx 1-8,000		4" X 6" POSTCARD PRINTED ON ONE SIDE. ARTWORK WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTCARDS TO BE PACKAGED IN STACKS OF 100.					
		PRICE PER POSTCARD_____					
		FOLLOWING SPECIFICATIONS APPLY TO ALL ITEMS ON THIS BID.					
		Vendor shall not change any portion without permission from the Purchasing Department.					
		Printed signs to be delivered less than seven (7) days after notification. Finished product, unless specified otherwise, will be delivered to user Department.					
		ALL BANNERS MUST BE DELIVERED ROLLED AND TUBED.					
		POSTERS TO BE DELIVERED FLAT AND BOXED.					
		MUST HAVE A PLACE OF BUSINESS WITHIN 5 MILES OF POLICE JURSIDICTION OF THE CITY OF MOBILE FOR PICKUP IF REQUIRED BY CITY OF MOBILE					
		All quantities purchased will be based on an as needed basis by City departments. Initial order to be as stated. Pricing shall be firm for additional orders, quantities. Vendor is responsible to provide all materials and labor.					
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more additional six (6) month periods.

All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact.

Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request

City of Mobile Business License may be required. See Item 14 on reverse of Page 1.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, contact City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for poured-in-place surface repair materials and services for Henry Aaron Park.
CIP

Amount of Contract:

$15,460/00

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 Gametime3 Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1509	2023	(3032) ARCHITECTURAL ENGINEERING	POURED IN PLACE SURFACE REPAIR MATERIALS AND SERVICES FOR HENRY AARON PARK (OMNNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$15,460.00	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAMETIME	AARON PARK
P O BOX 1178	2010 ANDREWS STREET
	MOBILE, AL 36617
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA.PARKER@CITYOFMOBILE.ORG
	Deliver To
	AARON PARK
	2010 ANDREWS STREET
	MOBILE, AL 36617
	Delivery Reference
	brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 EXPIRES 6-30-2024			
001	GAMETIME, REMOVAL OF EXISTING BASEBALL STEPPERS, FROM 2-5 AREA ONLY	1.00 LOT	3465.00000	3465.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0811 .CONSTRUCTN. .			3465.00
	Ship To AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG			
	Deliver To AARON PARK 2010 ANDREWS STREET MOBILE, AL 36617 Delivery Reference brenda.parker@cityofmobile.org			
002	GT-IMPAX, POURED IN PLACE SURFACING REPAIR, 50/50 COLOR,	1.00 LOT	11995.00000	11995.00

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GAMETIME	AARON PARK
P O BOX 1178	2010 ANDREWS STREET
	MOBILE, AL 36617
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA.PARKER@CITYOFMOBILE.ORG
	Deliver To
	AARON PARK
	2010 ANDREWS STREET
	MOBILE, AL 36617
	Delivery Reference
	brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BLACK MIX, GRAPHICS TO MATCH EXISTING SURFACING, INCLUDES DUMPSTER			
	Additional Description Notes			

	PER YOUR QUOTE #101347-01-01			
	OMNIA PARTNERS CONTRACT #2017001134			
	FOR QUESTIONS OR CONCERNS CONTACT S MCINTYRE @ 251.208.7635			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0811 .CONSTRUCTN. .			11995.00

Ship To
AARON PARK
2010 ANDREWS STREET
MOBILE, AL 36617
Delivery Reference
BRENDA.PARKER@CITYOFMOBILE.ORG

Deliver To
AARON PARK
2010 ANDREWS STREET
MOBILE, AL 36617
Delivery Reference
brenda.parker@cityofmobile.org

Requisition Link

Requisition Total 15460.00

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

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GAMETIME	AARON PARK
P O BOX 1178	2010 ANDREWS STREET
	MOBILE, AL 36617
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA.PARKER@CITYOFMOBILE.ORG
	Deliver To
	AARON PARK
	2010 ANDREWS STREET
	MOBILE, AL 36617
	Delivery Reference
	brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0811 .CONSTRUCTN. .		15460.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	15460.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	11/04/22	GREGG BLAIZE	Auto approved by: 910518486
Approved	11/04/22	CARLEEN STOUT	approved!
Approved	11/04/22	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	12/19/22	GREGG BLAIZE	Auto approved by: 910519420
Approved	12/19/22	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/19/22	CASSIE BOATWRIGHT	
Approved	01/23/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	01/23/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/23/23	CASSIE BOATWRIGHT	
Rejected	11/07/22	BRENDA RHODES	Can't be charged to this accou
Approved	12/19/22	BRENDA RHODES	
Approved	12/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/23/23	BRENDA RHODES	
Approved	01/23/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/23/23	RELYA MALLORY	Auto approved by: 910511034
Rejected	12/29/22	SANDRA LEWIS	waiting on updated quote
Approved	01/25/23	DONALD ROSE	Auto approved by: 910518227
Approved	01/25/23	SANDRA LEWIS	
Approved	01/25/23	KAREN NAMAN	Auto approved by: 910518227

Bill To	Requisition 00001509-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GAMETIME	AARON PARK
P O BOX 1178	2010 ANDREWS STREET
	MOBILE, AL 36617
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA.PARKER@CITYOFMOBILE.ORG
	Deliver To
	AARON PARK
	2010 ANDREWS STREET
	MOBILE, AL 36617
	Delivery Reference
	brenda.parker@cityofmobile.org

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account		Qty	Unit Price	Net Price
	Approved	01/25/23 JOHN PAINE		Auto approved by: 910518227	
	Approved	01/25/23 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions

Overview
Contract Documentation
Outdoor Fitness
The GameTime Difference
Featured Products
Case Studies
Project Gallery
Our Process
Pricing & Shipping
Sustainability
FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities 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, or new OMNIA Partners contract. U.S. Communities and National IPA 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.

REQUEST CONTRACT INFORMATION

Click to Download

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

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Accept Decline

- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Gametime for poured-in-place surface repair materials and services for Doyle Park.
CIP

Amount of Contract:

$28,924.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 Gametime Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1503	2023	(3032) ARCHITECTURAL ENGINEERING	POURED IN PLACE SURFACE REPAIR MATERIALS AND SERVICES FOR DOYLE PARK (OMNNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$28,924.00	(289913) GAMETIME

Adopted:

_____
City Clerk

Bill To	Requisition 00001503-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAMETIME	DOYLE PARK
P O BOX 1178	1728 ROSEDALE ROAD
	MOBILE, AL 36615
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	DOYLE PARK
	1728 ROSEDALE ROAD
	MOBILE, AL 36615
	Delivery Reference
	BRNDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 EXPIRES 06-30-2024			
001	GT-IMPAX-2069 SQFT PIP REPAIRS, MIRACLE FIELD-115' OF SEAMS TO BE REPAIRED, 42' OF BEIGE TURN DOWN AT DUGOUT ON THE FIELD; PLAYGROUND-130' OF GREEN SEAMS, 30 SQFT OF GREEN 50/50 PATCH, 150 SQFT OF BLACK RUNWAY PATCH, INCLUDES DUMPSTER, SECURITY NOT INCLUDED	1.00 LOT	28924.00000	28924.00
	Additional Description Notes			
	PER YOUR QUOTE #:101248-01-03			
	OMNIA PARTNERS CONTRACT #2017001134			
	FOR QUESTIONS OR CONCERNS CONTACT S MCINTYRE @ 251.208.7635			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0810 .CONSTRUCTN. .			28924.00

Bill To	Requisition 00001503-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GAMETIME	DOYLE PARK
P O BOX 1178	1728 ROSEDALE ROAD
	MOBILE, AL 36615
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	DOYLE PARK
	1728 ROSEDALE ROAD
	MOBILE, AL 36615
	Delivery Reference
	BRNDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
DOYLE PARK
1728 ROSEDALE ROAD
MOBILE, AL 36615
Delivery Reference
BRENDA PARKER

Deliver To
DOYLE PARK
1728 ROSEDALE ROAD
MOBILE, AL 36615
Delivery Reference
BRNDA PARKER

Requisition Link

Requisition Total 28924.00

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

Account	Amount	Remaining Budget
E C0810 .CONSTRUCTN. .	28924.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	28924.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	11/04/22	GREGG BLAIZE	Auto approved by: 910518486

Bill To	Requisition 00001503-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	DOYLE PARK 1728 ROSEDALE ROAD MOBILE, AL 36615 Delivery Reference BRENDA PARKER Deliver To DOYLE PARK 1728 ROSEDALE ROAD MOBILE, AL 36615 Delivery Reference BRNDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/04/22	CARLEEN STOUT		approved!	
	Approved	11/04/22	CASSIE BOATWRIGHT		Auto approved by: 910518486	
	Approved	12/19/22	GREGG BLAIZE		Auto approved by: 910519420	
	Approved	12/19/22	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	12/19/22	CASSIE BOATWRIGHT			
	Approved	01/23/23	GREGG BLAIZE		Auto approved by: 910519420	
	Approved	01/23/23	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	01/23/23	CASSIE BOATWRIGHT			
	Rejected	11/07/22	BRENDA RHODES		Can't be charged to this accou	
	Approved	12/19/22	BRENDA RHODES			
	Approved	12/19/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/19/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	01/23/23	BRENDA RHODES			
	Approved	01/23/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	01/23/23	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	12/29/22	SANDRA LEWIS		waiting on updated quote	
	Approved	01/25/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/25/23	SANDRA LEWIS			
	Approved	01/25/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	01/25/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/25/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions

Overview
Contract Documentation
Outdoor Fitness
The GameTime Difference
Featured Products
Case Studies
Project Gallery
Our Process
Pricing & Shipping
Sustainability
FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities 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, or new OMNIA Partners contract. U.S. Communities and National IPA 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.

REQUEST CONTRACT INFORMATION

Click to Download

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

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Accept Decline

- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for poured-in-place surface repair materials and services for Medal of Honor Park.
CIP

Amount of Contract:

$28,359.48

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 Gametime2 Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1504	2023	(3032) ARCHITECTURAL ENGINEERING	POURED IN PLACE SURFACE REPAIR MATERIALS AND SERVICES FOR MEDAL OF HONOR PARK (OMNNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$28,359.48	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAMETIME	COTTAGE HILL PARK
P O BOX 1178	1711 HILLCREST ROAD
	MOBILE, AL 36609
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	COTTAGE HILL PARK
	1711 HILLCREST ROAD
	MOBILE, AL 36609
	Delivery Reference
	BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 EXPIRES 06-30-2024			
001	GT IMPAX - PIP REPAIRS TO EXISTING SURFACING BOAT AREA; INCLUDES BASE MATERIAL WHERE NEEDED, COLARS ARE 39 SQFT LIGHT BLUE & 4 SQFT DARK BLUE, PATCHES ARE NOT COVERED UNDER WARRANTY, RECCOMMEND RECAP OF ENTIRE SURFACE, INCLUDES DUMPSTER, SECURITY NOT INCLUDED	1.00 LOT	7622.50000	7622.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0751 .CONSTRUCTN. .			7622.50

Ship To
COTTAGE HILL PARK
1711 HILLCREST ROAD
MOBILE, AL 36609
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA PARKER Deliver To COTTAGE HILL PARK 1711 HILLCREST ROAD MOBILE, AL 36609 Delivery Reference BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	GT-IMPAX SQFT RECAP OF TOWER AREA, 1 COLOR, 1/2" RECAP, 50/50 COLOR/BLACK MIX, INCLUDES DUMPSTER, SECURITY NOT INCLUDED Additional Description Notes --- PER YOUR QUOTE #101247-01-02; OMNIA PARTNERS CONTRACT #2017001134 COTTAGE HILL PARK HAS BEEN RENAMED MEDAL OF HONOR PARK, 1711 HILLCREST RD, MOBILE, AL CONTACT S MCINTYRE WITH QUESTIONS OR CONCERNS @ 251.208.7635	1331.00 LOT	15.58000	20736.98
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0751 .CONSTRUCTN. .			20736.98

Ship To
COTTAGE HILL PARK
1711 HILLCREST ROAD
MOBILE, AL 36609
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GAMETIME	COTTAGE HILL PARK
P O BOX 1178	1711 HILLCREST ROAD
	MOBILE, AL 36609
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	COTTAGE HILL PARK
	1711 HILLCREST ROAD
	MOBILE, AL 36609
	Delivery Reference
	BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			28359.48

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

Account			Amount	Remaining Budget
E C0751	.CONSTRUCTN.	.	28359.48	.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	28359.48	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	11/04/22	GREGG BLAIZE	Auto approved by: 910518486
Approved	11/04/22	CARLEEN STOUT	approved!
Approved	11/04/22	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	12/19/22	GREGG BLAIZE	Auto approved by: 910519420
Approved	12/19/22	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/19/22	CASSIE BOATWRIGHT	
Approved	01/23/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	01/23/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/23/23	CASSIE BOATWRIGHT	
Rejected	11/07/22	BRENDA RHODES	Can't be charged to this accou
Approved	12/19/22	BRENDA RHODES	
Approved	12/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/23/23	BRENDA RHODES	
Approved	01/23/23	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00001504-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GAMETIME	COTTAGE HILL PARK
P O BOX 1178	1711 HILLCREST ROAD
	MOBILE, AL 36609
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	COTTAGE HILL PARK
	1711 HILLCREST ROAD
	MOBILE, AL 36609
	Delivery Reference
	BRENDA.PARKER@CITYOFMOBILE.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/23/23	RELYA MALLORY		Auto approved by: 910511034	
	Rejected	12/29/22	SANDRA LEWIS		waiting on updated quote	
	Approved	01/25/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/25/23	SANDRA LEWIS			
	Approved	01/25/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	01/25/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/25/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions

Overview
Contract Documentation
Outdoor Fitness
The GameTime Difference
Featured Products
Case Studies
Project Gallery
Our Process
Pricing & Shipping
Sustainability
FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities 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, or new OMNIA Partners contract. U.S. Communities and National IPA 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.

REQUEST CONTRACT INFORMATION

Click to Download

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence

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Accept Decline

- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

Contact Information

Clint Whiteside
Manager of Sales Operations
GameTime / PlayCore
Mobile: (256) 638-5914
Clint.whiteside@gametime.com

SUPPLIER WEBSITE

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Diesel fuel for the Wave Transit.

General fund.

Amount of Contract:

Total of all is $103,845.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230124 Agenda Package Wave Fuel POs	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4572	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION
4573	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION
4574	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION
4575	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$25,961.25	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00004572-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004572-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	01/20/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	01/20/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/20/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/20/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004572-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004573-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004573-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

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CCancelled	01/20/23	JAMES NEESE JR	GL Allocation changed
Approved	01/20/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/20/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/20/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004573-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
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Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004574-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004574-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
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Bill To	Requisition 00004574-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004575-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE COMTRACT #T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	3.45000	25961.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			25961.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00004575-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 25961.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	25961.25	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

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Approved	01/20/23	JOHN PAINE	Approved by: 9105neej
Approved	01/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00004575-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
MA-Gasoline and Diesel Fuel Amendment #1

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
200000000389-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/14/2021

End Date
3/30/2023

Documents

- T104 Purpose T&C's.xml
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- T104-Taxes and Fees line 6 description.xml
- T104 Gasoline and Diesel Fuel T and C.xml

Items

Item Name	Product Code		UOM
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.05	Gallon
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.00	Gallon
FUEL PRICING GASOLINE AND DIESEL FUEL	200000000389-999-1-2	0.00	USD
TAXES/FEES-FEDERAL/STATE/LOCAL	200000000389-999-1-3	0.00	USD

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	**ISSUER:**	**BUYER:**
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for LED parking light fixtures for Medal of Honor Park.
CIP.

Amount of Contract:

$16,378.92

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230124 Graybar Agenda Package POs	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3261	2023	(3035) FACILITY MAINTENANCE	76 PARKING LOT LED LIGHT FIXTURES AND SUPPLIES FOR MEDAL OF HONOR PARK (SEALED BID 5751)	$16,378.92	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5751 AND YOUR BID RESPONSE			
001	FIXTURE LIGHTING, PARKING LOT	50.00	155.30000	7765.00
	FIXTURE 185W 480V BRONZE LED AREA LIGHT, ASD LIGHTING CORP ASD-LSB2HV-185D50B-PRM. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			7765.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	MOUNT, SLIP FITTER, BRONZE MOUNTING BRACKET ASD SF-LSB2-BR. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	50.00 EACH	24.23000	1211.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			1211.50

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

003	FUSE HOLDER, HEB IN-LINE FUSE HOLDER, 30A SINGLE-POLE 200 KALOADSIDE; COPPER CRIMP #6 (2) #10 LINESIDE: C. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	100.00 EACH	18.62000	1862.00

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			1862.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

004	FUSE, 600V, LIMITRON FAST-ACTING FUSE, CONTROL CIRCUITS, LIGHTING CIRCUIT PROTECTION METER CIRCUITS 15A, NON-INDICATING, FERRULE END X FERRULE END, 100 KAIC AT 600V, MELAMINE TUBE NICKEL-PLATED BRONZE ENDCAP, EATON BUSSMANN SERIES. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	100.00 EACH	8.30000	830.00

1 2000.80.00.0000.0000.0000.0000.0000.44020.

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0820 .OPERSUPPLS. .			830.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

005	CABLE, OMNI 14/3 CONDUCTOR VINYL NYLON TRAY CABLE, (VNTC) 600V NON-SHIELDED CONTROL CABLE EXPOSED RUN RATING. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	1000.00 EACH	0.43576	435.76
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			435.76

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

006 FIXTURE LIGHTING, PARKING LOT — 26.00 EACH — 140.18000 — 3644.68
FIXTURE 185W 480V BRONZE LED AREA
LIGHT, ASD LIGHTING CORP
ASD-LSB2HV-185D50W-PRM LED WITH PE
CELL ASD-PC-LSB. AS PER MY BID
5751 AND YOUR BID RESPONSE.
Vendor Item

1 2000.80.00.0000.0000.0000.0000.0000.44020.
E C0820 .OPERSUPPLS. . 3644.68

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference CLIFTON THOMAS Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Work Order: 171824 Work Order Task: 1			
007	MOUNT, SLIP FITTER, BRONZE MOUNTING BRACKET ASD SF-LSB2-BR. AS PER MY BID 5751 AND YOUR BID RESPONSE. Vendor Item	26.00 EACH	24.23000	629.98
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0820 .OPERSUPPLS. .			629.98

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
CLIFTON THOMAS

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Work Order: 171824
Work Order Task: 1

Requisition Link

Requisition Total 16378.92

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

Account	Amount	Remaining Budget
E C0820 .OPERSUPPLS. .	16378.92	3621.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	16378.92	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Rejected	12/16/22	GREGG BLAIZE	Per Cliff's request. Wrong Acc

Bill To	Requisition 00003261-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	MECHANICAL SYSTEMS
4359 HALLS MILL RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36691	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	CLIFTON THOMAS
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	075199	12/14/22			FACILITY MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/19/22	GREGG BLAIZE		Auto approved by: 910519420	
	Approved	12/19/22	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	12/19/22	CASSIE BOATWRIGHT			
	Approved	12/19/22	BRENDA RHODES			
	Approved	12/19/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/19/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	01/23/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	01/23/23	SANDRA LEWIS			
	Approved	01/23/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	01/23/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	01/23/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5751

ELECTRICAL SUPPLIES FIXTURES/FUSES/WIRE

	VENDOR	GRAYBAR	STUART C. IRBY	WESCO DISTRIBUTION	CONSOLIDATED ELECTRICAL
1	ASD-LSB2HV--185D50B-PRM ASD LIGHTING LED PARKING LOT FIXTURE OR EQUAL	$ 155.330	$ 149.29	$ 165.00	$ 180.00
2	BRONZE SLIP FITTER MOUNTING BRACKET ASD-SF-LSB2-BR	$ 24.23	$ 23.29	$ 26.00	$ 42.46
3	EATON BUSSMANN SERIES HEB INLINE FUSE HOLDER, INLINE FUSE HOLDER, 30A SINGLE-POLE 200 KA LOADSIDE: COPPER CRIMP #6 (2) # 10 LINESIDE: C	$ 18.62	$ 18.45	$ 20.00	$ 34.96
4	EATON BUSSMANN SERIES KTK FUSE, LIMITRON FAST-ACTING FUSE, CONTROL CIRCUITS, LIGHTING CIRCUIT PROTECTION, METER CIRCUITS, 15A, NON-INDICATING, FERRULE END X FERRULE END, 100 KAIC AT 600V, MELAMINE TUBE NICKEL-PLATED BRONZE ENDCAP, 600V	$ 8.30	$ 9.70	$ 7.00	$ 12.91
5	OMNI CABLE 14/3C VNTC N/S E2 600V TC-ER 1000 FOOTROLL	$ 435.76	$ 484.21	$ 525.00	$ 603.00
6	ASD-LSB2-185D50W-PRM LED AREA LIGHTING WITH PE CELL ASD-PC-LSB	$ 140.18	$ 119.65	$ 135.00	150.05
7	BRONZE SLIP FITTER MOUNTING BRACKET ASD-SF-LSB2-BR	$ 24.23	$ 23.29	$ 26.00	42.46
9	TOTAL	$ 806.65	$ 827.88	$ 904.00	$ 1,065.84

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/19/2022	5751	ELECTRICAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	ELECTRICAL SUPPLIES **FIXTURES/FUSES/WIRE**					
Qty. 1-75	ASD-LSB2HV-150D50B-PRM ASD LIGHTING LED PARKING LOT FIXTURE OR EQUAL. MUST MEET SPECIFICATIONS: Led 480 VOLT Slip-fitter Mounted Minimum lumen output 22,000 Stainless Steel Hardware Minimum 710KV surge protection Minimum 7 year warranty 5,000K Bronze in Color Make _____ Model _____					
Qty. 1-75	Bronze Slip Fitter Mounting Bracket ASD-SF-LSB2-BR or Equal to Make _____ Model _____					
Qty. 1-100	Eaton Bussmann series HEB inline fuse holder, Inline fuse holder, 30 A, Single-pole, 200 kA, Loadside: Copper crimp #6; (2) #10|Lineside: Copper crimp #8-16; (2) #12-16, 200 kAIC, 600 V or Equal to Make _____ Model _____					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3						
Qty. 1-100	Eaton Bussmann series KTK fuse, LIMITRON Fast-acting fuse, Control circuits, lighting circuit protection, meter circuits, 15 A, Non-indicating, Ferrule end x ferrule end, 100 kAIC at 600 V, Melamine tube|Nickel-plated bronze endcap, 600 V or Equal to Make _____Model_____						
Qty. 1-5	OMNI CABLE 14/3C VNTC N/S E2 600V TC-ER 1000 FOOT ROLL or Equal to Make _____Model_____						
Qty. 1-50	ASD-LSB2-185D50W-PRM LED AREA LIGHTING OR EQUAL. MUST MEET SPECIFICATIONS: LED 120-277 VOLT SLIP FITTER MOUNT MINIMUM LUMEN OUTPUT 22,000 STAINLESS STEEL HARDWARE ALUMINUM HOUSING MINIMUM 10KV SURGE PROTECTION MINIMUM 7 YEAR WARRANTY 5000K TWIST LOCK PHOTOCELL TOP MOUNTED BRONZE IN COLOR Make _____Model_____						
Qty. 1-50	Bronze Slip Fitter Mounting Bracket ASD-SF-LSB2-BR Or Equal to Make _____Model_____						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Pricing to be firm for a 6-month period following the award of this bid. At the option of the City and the successful vendor, the award may be extended for five (5) additional 6-month periods.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

DELIVERY IS TO BE WITHIN 30 DAYS OF ARO.

TO BE AWARDED ON AN ALL OR NONE BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer for Azalea City Golf Course.

General fund.

Amount of Contract:

$15,058.60

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

ATTACHMENTS:

Description	Type	Upload Date
20230124 Harrells Agenda Package POs	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3152	2023	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (SEALED BID 5759)	$15,058.60	(270772) HARRELLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID #5759 AND QUOTE BY BRETT DRINKWINE.			
001	FERTILIZER AS SPECIFIED:	40.00 BAG	31.19000	1247.60
	Additional Description Notes --- FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE MAR 7, 2023, 50 POUND BAGS Vendor Item Inventory Item/Loc 14207			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			1247.60
	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608			

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
002	FERTILIZER BULK, AS SPECIFIED :	10.00 TON	1247.60000	12476.00

Additional Description Notes

FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE BULK SPREAD BY PROVIDER ON MAR 7TH, 8TH, OR 9TH, 2023, PRICE PER TON

Vendor Item

Inventory Item/Loc 3983

1	6130.70.20.0000.0000.2005.0000.0000.44020.	12476.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

003	FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D RIVER	1.00 LOT	1335.00000	1335.00

Additional Description Notes

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	SPREAD FERTILIZER OVER 89 ACRES AT 225 LBS/ACRE ON MAR 7TH, 8TH, OR 9TH, 2023 Vendor Item Inventory Item/Loc 12312			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			1335.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 15058.60

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

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020. AZALEA CITY GOLF COURSE EXP OPERATING SUPPLIES	15058.60	613255.22

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00003152-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	01/18/23	JAMES NEESE JR		GL Allocation, GL Allocation,	
	Approved	01/18/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/18/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/18/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	01/18/23	JOHN PAINE		Approved by: 9105neej	
	Approved	01/18/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID #5759

FERTILIZER ANALYSIS

HARRELLS LLC

10 TONS 9-1-9 FERTILIZER	$1247.60/TON
1 LOT FERTILIZER SPREAD CHARGE	$1335.00
40 BAGS 9-1-9 FERTILIZER 50 LB BAG	$31.19/BAG

TOTAL $15058.60

3152

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/04/2023	5759	Azalea City Golf Course	1000 Gaillard Drive, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Wednesday, January 18, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

FERTILIZER

The City of Mobile requests bids for Fertilizer as per the attached RFQ.

See specifications on following sheets.

State pricing as specified (i.e., ton, lot, bag) as requested.

State pricing on spread service as a single charge. Spread charge must be stated. Do not add it to fertilizer price.

State pricing on attached RFQ.

All prices quoted are to be delivered prices F.O.B. Mobile.

State any special conditions or ordering instructions.

Business License is required. See item 14 on reverse.

Bid Bond not required

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 _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Page 2 of 2

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

THIS BID IS 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.

Azalea City Golf Course

City of Mobile
Mobile, AL

SPECIFICATIONS FOR FAIRWAY FERTILIZER WITH PRE-EMERGE HERBICIDE

One order of fairway grade fertilizer with 0.67% Ronstar herbicide as manufactured by Bayer (brand name only, no substitutions)

Shipment to be a total of 11 tons, 10 tons in 2000-pound bulk bags and one ton in 50-pound bags.

The bulk material shall be spread by provider over approximately 89 acres.

Product should be delivered and spread on March 7th, 8, or 9th, 2023 beginning at 5:30am. The analysis shall be 9-1-9, fairway grade, 100% slow-release nitrogen derived from UF, MU, or PCU (no SCU's will be accepted), no substitutions will be accepted. This product is to be spread at 225 pounds per acre.

This bid not to be split among vendors; it shall be awarded to one vendor only.

BID #5759

10 TONS FERTILIZER BULK, FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE BULK SPREAD BY PROVIDER ON MARCH 7TH, 8TH, OR 9TH, 2023

TON PRICE:

1 LOT FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND DRIVER, SPREAD FERTILIZER OVER 89 ACRES AT 225 LBS/ACRE ON MARCH 7TH, 8TH, OR 9TH, 2023

LOT PRICE:

40 BAGS FERTILIZER, FAIRWAY GRADE FERTILIZER WITH 0.67% RONSTAR HERBICIDE AS MANUFACTURED BY BAYER (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 9-1-9, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE MAR 7, 2023, 50 POUND BAGS

BAG PRICE:

TOTAL BID PRICE:

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to World Class Athletic Services for tennis court paint and repair materials for Mobile tennis center.

CIP

Amount of Contract:

$34,500.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 World Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3603	2023	(F6110) TENNIS CENTER	TENNIS COURT PAINT AND REPAIR MATERIALS (SEALED BID 5755)	$34,500.00	(239522) WORLD CLASS ATHLETIC SURFACES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5755 AND YOUR BID RESPONSE			
001	CRACK REPAIR COURT PAINT SPECIAL BLUE CONCENTRATE PAINT 55 GALLON DRUM, WORLD CLASS ATHLETIC SURFACES #TCP320. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17589	10.00 DRUM	1075.00000	10750.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			10750.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC	TENNIS CENTER
P O BOX 152	851 GAILLARD DRIVE
	MOBILE, AL 36608
LELAND, MS 38756	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#662-686-9997	Delivery Reference
Fax 662-686-9977	COURT PAINT
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
002	CRACK REPAIR COURT PAINT MEDIUM GREEN PAINT CONCENTRATE 55 GALLON DRUM, WORLD CLASS ATHLETIC SURFACES #TCP115. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17590	10.00 DRUM	1075.00000	10750.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			10750.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
003	CRACK REPAIR KIT ACRYLIC RESURFACER, NEUTRAL COLOR, 55 GALLON DRUM, WORLD CLASS ATHLETIC SURFACES #TCP005. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item	10.00 DRUM	1000.00000	10000.00

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 17595			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			10000.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
004	CRACK REPAIR PATCH BINDER 5 GALLON PAIL, WORLD CLASS ATHLETIC SURFACE #TCP490. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17594	6.00 PAIL	150.00000	900.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			900.00

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC P O BOX 152 LELAND, MS 38756 Tel#662-686-9997 Fax 662-686-9977	TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
005	CRACK REPAIR LINE PAINT TEXTURE WHITE IS SQUEEZE BOTTLES, 4-1 GALLON PER CASE, WORLD CLASS ATHLETIC SURFACES #TCP451, SQUARE BOTTLES. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17593	10.00 CASE	120.00000	1200.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			1200.00

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC	TENNIS CENTER
P O BOX 152	851 GAILLARD DRIVE
	MOBILE, AL 36608
LELAND, MS 38756	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#662-686-9997	Delivery Reference
Fax 662-686-9977	COURT PAINT
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
006	CRACK REPAIR SAND SAND GRANULES BIG #4010, 75 LB BAG, WORLD CLASS ATHLETIC SURFACES #TCP515. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17592	30.00 BAG	15.00000	450.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			450.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT			

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC	TENNIS CENTER
P O BOX 152	851 GAILLARD DRIVE
	MOBILE, AL 36608
LELAND, MS 38756	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#662-686-9997	Delivery Reference
Fax 662-686-9977	COURT PAINT
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
007	CRACK REPAIR SAND SMALL SAND GRANULES FINE #7010, 25 LB BAG, WORLD CLASS ATHLETIC SURFACES #TCP500. AS PER MY BID 5196 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17591	30.00 BAG	15.00000	450.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0769 .OPERSUPPLS. .			450.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference COURT PAINT			
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 34500.00

Bill To	Requisition 00003603-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
WORLD CLASS ATHLETIC SURFACES INC	TENNIS CENTER
P O BOX 152	851 GAILLARD DRIVE
	MOBILE, AL 36608
LELAND, MS 38756	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#662-686-9997	Delivery Reference
Fax 662-686-9977	COURT PAINT
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	239522				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E C0769	.OPERSUPPLS.	.	34500.00	63500.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	34500.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	12/27/22	GREGG BLAIZE	Auto approved by: 910519420
Approved	12/27/22	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/27/22	CASSIE BOATWRIGHT	
Approved	12/27/22	BRENDA RHODES	Auto approved by: 910514227
Approved	12/27/22	TIFFANY HOLLINS	
Approved	12/27/22	RELYA MALLORY	Auto approved by: 910514227
Approved	01/25/23	DONALD ROSE	Auto approved by: 910518227
Approved	01/25/23	SANDRA LEWIS	
Approved	01/25/23	KAREN NAMAN	Auto approved by: 910518227
Approved	01/25/23	JOHN PAINE	Auto approved by: 910518227
Approved	01/25/23	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	01/25/23	JAMES NEESE JR	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5755

TENNIS COURT CRACK REPAIR SUPPLIES

	VENDOR	World Class Athletic Surfaces	Notes
1	Crack Repair Kits	no bid	
2	Neutral color 55 gallon drum Acrylic Resurfacer	$ 1,000.00	per 55 gallon drum
3	Patch Binder 5 gallon pail	$ 150.00	per 5 gallon pail
4	Medium Green 55 gallon drum Paint Concentrate	$ 1,075.00	per 55 gallon drum
5	Special Blue 55 gallon drum Paint Concentrate	$ 1,075.00	per 55 gallon drum
6	Small Bags Sand Granules (fine) 75lb sack	$ 15.00	per 75 lb bag
7	Bid Sand granules 75 lb sack	$ 15.00	per 75 lb bag
8	line paint, texture white squeeze bottles 4-1 gallon/case	$ 120.00	per case

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: 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:
12/29/2022	5755	Tennis Center	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

TENNIS COURT CRACK REPAIR SUPPLIES

Appx 1-25 Kits

Crack Repair Kits, Armor Crack Repair Kit or equal.

Kit consists of: 1 roll small cloth 20"wide x 300 ft long.
1 big cloth 20" wide and 300 feet in length
2 rolls of tape (adhesive) 6"wide x 160 ft long.
4 rolls yellow membrane 12"wide x 175 ft long.

Vendor to provide:

Make _____ Model _____

Price per kit FOB Mobile $ _____

Appx 1 -40 Drums

Drums Acrylic Resurfacer, Neutral color 55 gallon Drum
World Class Athletic Surfaces #TCP005.

Make _____ Model _____

Price per drum FOB Mobile $ _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 4					
Appx 1 -30 Pail	Patch Binder 5 gallon pail World Class Athletic Surface #TCP490. Make _____ Model _____ Price per pail FOB Mobile $ _____					
Appx 1 -25	Drums Medium Green paint concentrate 55 gallon drum World Class Drum Athletic Surface #TCP115. MUST MATCH EXISTING PAINT. Make _____ Model _____ Price per drum FOB Mobile $ _____					
Appx 1 -25 Drums	Drum Special Blue concentrate paint 55 gallon drum World Class Athletic Surface #TCP320. MUST MATCH EXISTING PAINT Make _____ Model _____ Price per drum FOB Mobile $ _____					
Appx 1 -50 Bags	Bags Small Sand Granules (fine) #7010 75 lb. sack World Class Athletic Surface #TCP500. Make _____ Model _____ Price per bag FOB Mobile $ _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 3 of 4					
Appx 1 -50 Bags	Bid Sand Granules #4010 75 lb. sack World Class Athletic Surface #TCP505. Make _____ Model _____ Price per bag FOB Mobile $ _____						
Appx 1 -10	Line paint, texture white squeeze bottles 4-1 gallon/case World Class Cases Athletic Surface #TCP451. MUST MATCH EXISTING PAINT Make _____ Model _____ Price per case FOB Mobile $ _____						
	Quote pricing in units. All pricing must be delivered pricing FOB Mobile delivery cost must be in the price of the product bid. City will not put a separate line on purchase orders for freight. Vendor shall not quote freight as a separate line on this bid. If vendor quotes price plus freight, your bid will be rejected. Freight added to orders after the fact will not be paid. Delivery: Inside delivery is required. Delivery will require a lift gate on the delivery vehicle. Price of this must be included in the price of the product. City will not add to purchase or add to bill after the fact. City reserves the right to see a demonstration on requested samples for evaluation prior to award of this bid. Manufacturer's names and models are listed as a guide to product and quality that is desired by the City of Mobile. City will accept equals to the products listed after evaluation.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

City of Mobile Business License may be required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing shall be firm for the SIX (6) month period following the award of this bid. At the option of the City of Mobile and the successful bidder, this bid may be extended for up to five (5) additional six (6) month periods.

TO BE AWARDED ON AN ALL OR NONE BASES

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order for Ford Stivers Lincoln Inc for 16 Ford F150 crew cab 4x4 pickup trucks for Motor Pool.

General fund/Motor Pool capital

Amount of Contract:

$651,738.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230125 Stivers Agenda Package POs	Cover Memo	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
2949,2950,4583	2023	(F7000) MOTOR POOL	16 FORD F150 CREW CAB 4X4 PICKUP TRUCKS FOR MOTOR POOL (AL STATE CONTRACT)	$651,738.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00002949-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HALF TON PICKUP TRUCK AS SPECIFIED: 2023 1/2 TON SUPERCAB 4 DOOR 4X4 PICKUP TRUCK WITH 5.0 V8 ENGINE, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, TRAILER BRAKE CONTOLLER, SKID PLATES, AS PER STATE OF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA2200000003128-13 MODEL SERIES X1E Additional Description Notes --- 2023 1/2 TON SUPERCAB 4 DOOR 4X4 PICKUP TRUCK WITH 5.0 V8 ENGINE, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, TRAILER BRAKE CONTOLLER, SKID PLATES,	2.00 EACH	37013.00000	74026.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			74026.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

Bill To	Requisition 00002949-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	DELIVERY DELIVERY TO THE CITY OF MOBILE, 172 MILES AT $2.00 PER MILE	2.00 EACH	344.00000	688.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			688.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 74714.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP. .	74714.00	24400.15

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

Account	Amount	Remaining Budget

Bill To	Requisition 00002949-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	74714.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	01/25/23	CHARLES SUMRALL	
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Rejected	01/24/23	JOHN PAINE	NEED DELIVERY LINE
Queued	01/25/23	KINA ANDREWS	NEED DELIVERY LINE
Queued	01/25/23	JAMES DELAPP	NEED DELIVERY LINE
Queued	01/25/23	CASI CALLAWAY	NEED DELIVERY LINE
Queued	01/25/23	MARC VASSALLO	NEED DELIVERY LINE
Pending		DONALD ROSE	NEED DELIVERY LINE
Pending		SANDRA LEWIS	NEED DELIVERY LINE
Pending		KAREN NAMAN	NEED DELIVERY LINE
Pending		JOHN PAINE	NEED DELIVERY LINE
Pending		MICHAEL SPAFFORD	NEED DELIVERY LINE

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002950-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HALF TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 1/2 TON SUPERCREW CAB 4X4 FOUR DOOR PICKUP TRUCK WITH 5.0 V8 EGNINE, 17" SILVER PAINTED ALUMINUM WHEELS, CHROME FRONT AND REAR BUMPTERS, FOG LAMPS, TRAILERTOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, EXTERIOR COLOR OXFORD WHITE, AS PER STSTE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003128-15 MODEL W1E Additional Description Notes --- 2023 FORD F150 1/2 TON SUPERCREW CAB 4X4 FOUR DOOR PICKUP TRUCK WITH 5.0 V8 EGNINE, 17" SILVER PAINTED ALUMINUM WHEELS, CHROME FRONT AND REAR BUMPTERS, FOG LAMPS, TRAILERTOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, EXTERIOR COLOR OXFORD WHITE,	4.00 EACH	40872.00000	163488.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			163488.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Bill To	Requisition 00002950-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	DELIVERY FEE 172 MILES X $2.00 PER MILE TO THE CITY OF MOBILE DELIVERY AS SPECIFIED:	4.00 EACH	344.00000	1376.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			1376.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 164864.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP. .	164864.00	24400.15

Bill To	Requisition 00002950-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/24/23	292393	12/07/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	164864.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	01/25/23	CHARLES SUMRALL	Replace Asset not Listed
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Rejected	01/24/23	JOHN PAINE	NEED DELIVERY LINE
Queued	01/25/23	KINA ANDREWS	NEED DELIVERY LINE
Queued	01/25/23	JAMES DELAPP	NEED DELIVERY LINE
Queued	01/25/23	CASI CALLAWAY	NEED DELIVERY LINE
Queued	01/25/23	MARC VASSALLO	NEED DELIVERY LINE
Pending		DONALD ROSE	NEED DELIVERY LINE
Pending		SANDRA LEWIS	NEED DELIVERY LINE
Pending		KAREN NAMAN	NEED DELIVERY LINE
Pending		JOHN PAINE	NEED DELIVERY LINE
Pending		MICHAEL SPAFFORD	NEED DELIVERY LINE

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004583-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	292393	01/18/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 CREW CAB 4X4 PICKUP TRUCK WITH 5.0L V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, OXFORD WHITE. AS PER STATEOF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA2200000003128-15 MODEL SERIES W1E Additional Description Notes --- 2023 FORD F150 CREW CAB 4X4 PICKUP TRUCK WITH 5.0L V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS, TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, BLACK PLATFORM RUNNING BOARDS, OXFORD WHITE.	10.00 EACH	40872.00000	408720.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .			408720.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Bill To	Requisition 00004583-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	292393	01/18/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	DELIVERY FEE 172 MILES X $2.00 PER MILE TO THE CITY OF MOBILE	10.00 EACH	344.00000	3440.00
1	7000.40.20.0000.0000.2070.0000.0000.47120.			3440.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 412160.00

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

Account			Amount	Remaining Budget
E MP02070	.VEHICLEEXP.	.	408720.00	476256.11

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

Bill To	Requisition 00004583-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	292393	01/18/23			MOTOR POOL

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		412160.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	01/24/23	JOHN PAINE	Requisition item added changed
Approved	01/19/23	CHARLES SUMRALL	Reviewed and approve
Approved	01/25/23	CHARLES SUMRALL	Replace Asset not Listed
Approved	01/20/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/20/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/20/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/20/23	MARC VASSALLO	
Queued	01/25/23	KINA ANDREWS	
Queued	01/25/23	JAMES DELAPP	
Queued	01/25/23	CASI CALLAWAY	
Queued	01/25/23	MARC VASSALLO	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

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

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

1 2 ›

State of Alabama

Department of Finance
Division of Purchasing
Master Agreement

Contract Information			
State Contract Number:	MA220000003128	Name:	Ford Fleet T191 Stivers Ford
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	6/14/2023
Begin Date:	6/15/2022	Actual End Date:	
Solicitation Number:	SRC0000007870	Version Number:	0

Reason for Modification
UNDEFINED

Buyer Information	
Name:	PatHemme
Phone:	UNDEFINED
Email:	pat.hemme@purchasing.alabama.gov

Supplier Information	
Supplier Name / Order Address	**Supplier Contact**
VC000042177: Stivers Ford Lincoln	David Maddox
4000 Eastern Boulevard	8333193566
	dmaddox@stiversonline.com
Montgomery Alabama 36116	
US	

Item 1 - Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures, visit our website www.purchasing.alabama.gov.

Item 2 - Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:
The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Item 3 - Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Item 4 - Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Nonavailability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Item 5 - Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012- 491):

As a condition for award of this bid, the vendor acknowledges the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/everify.

Item 8 - Certification Pursuant to Act no. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Item 9 - Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Item 10 - Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Item 11 - Signature

Approved:

Purchasing Director

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the design, bid & award, and permitting of the Africatown Welcome Center

Amount of Contract:

$399,974.50

Funding Source

Project # Africatown Welcome Center - Phase One-Engineering & Design CL-036-21	**Discretionary Funds**
Project String GRANT: G-WLCMCTR1.CONTRSERVC (50235023-480200)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CL-036-21 Africatown Welcome Center - Phase One-Engineering & Design	Cover Memo	1/26/2023
CL-036-21 Request For Quotes	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/26/2023 - 10:35 AM
Accounting	Christian, Rebecca	Approved	1/26/2023 - 10:43 AM
Legal	Kern, Chris	Approved	1/26/2023 -

			10:50 AM
Legal	Kern, Chris	Approved	1/26/2023 - 10:54 AM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:43 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	MOTT MACDONALD ARCHITECTS, INC.
Project Name:	AFRICATOWN WELCOME CENTER – PHASE 1 - ENGINEERING AND DESIGN
Project Number:	CL-036-21
Amount:	$399,974.50 (GRANT – G-WLCMCTR1.CONTRSERVC)

Adopted:

_____
City Clerk

GRANT SUMMARY SHEET

CONTRACT #

PROJECT NAME: AFRICATOWN WELCOME CENTER – PHASE 1 ENGINEERING & DESIGN

ARCHITECTURAL ENGINEERING PROJECT #: CL-036-21

PROJECT #: G-WLCMCTR1.CONTRSERVC (50235023-48020)

DATE OF RECEIPT: _____

PROJECT DESCRIPTION: FOR THE DESIGN, BID & AWARD, AND PERMITTING OF THE AFRICATOWN WELCOME CENTER BUILDING AND LANDSCAPING.

CONTRACT AMOUNT: $399,974.50

VENDOR NAME: MOTT MACDONALD ARCHITECTS, INC.

VENDOR NUMBER: 275490

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** Non Contractual Performance

RETAINAGE INFORMATION: N/A

SHOULD RETAINAGE BE WITHHELD? Y (N) ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

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

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

Prepared by: Katie Cassil -- Secretary III **Date:** 1/24/2023

Revised 2/25/2016 Marilyn McMillan

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Mott MacDonald Architects, Inc.
107 St Francis Street, Suite 2900
Mobile, Alabama 36602

City of Mobile Business License No.: 100479
Secretary of State Registration No.: 000-687-349

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

Africatown Welcome Center
Phase I – Engineering and Design
1959 Bay Bridge Road CTF
Mobile, Alabama 36610

CL-036-21
For the design, bid and award, and permitting of the Africatown Welcome Center building and landscaping.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for Africatown Welcome Center Phase I – Engineering and Design, and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Consultant will develop the program for the Africatown Welcome Center, provide professional design services and construction documents and provide assistance thru permitting as outlined in this document and Exhibit B, Request for Qualifications: Africatown Welcome Center Phase I – Engineering and Design, Project No. CL-036-21

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project's site is 2.8 acreage (121,968 SF) lot located at 1959 Bay Bridge Road CTF at the intersection of Africatown Blvd and Bay Bridge Road Cutoff. The Parcel ID and legal description is R022902440003076.000, BEG AT PT 183 FT S SELY OF INTERSECT OF S/S BAY BRIDGE ROAD & E/S SOUTHERN RR CONT SELY 292 FT(S) THEN ELY 353.6 FT TO W/S BAY BRIDGE CUT OFF ROAD THEN NELY ALG ROAD 310 FT WLY 483 FT(S) TO PT OF BEG BEING PART OF LOT 2 GTG&R DIV OF ST LOUIS TRT MIN BK 6 P 140 #SEC 44 T4S R1W #MP29 02 44 0 003. It is anticipated that the project will include a single-story facility of approximately 5000 square feet and another 3000 square feet of exterior space with limited on-site parking. Utilities shall be provided by

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available public utility systems accessible from the site. The project's scope of work for this phase of the Africatown Welcome Center will also include the development of Comprehensive Site Master Plan.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the Africatown Welcome Center: $6,000,000.00

§ 1.1.4 The Owner's anticipated design milestone dates:

.1 Design phase milestone dates, if any:

Phase 1 – 30% Schematic Design, Program Draft and Site Appropriateness - 16 weeks
Phase 2 – 60% Design Development - 8 weeks
Phase 3 – 90% Construction Documents - 7 weeks
Phase 4 – 100% Bidding and Negotiation - 2 weeks

.2 Design commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

There will be a 30% review (Schematic) 16 weeks after the Notice to Proceed (NTP), a 60% Review 8 weeks after Schematic (30%) approval, a 90% Review 7 weeks after Design Dev approval (60% review), and 100% Bid Docs two weeks after 90% approval. Both parties can assume a two-week review period between milestones. However, that is NOT included in the proposed schedule above. The performance period between submissions will not start and no progress shall be made until written approval to proceed is given by the City.

.4 Other milestone dates:

The Notice to Proceed (NTP) shall be issued for the same day of the Kickoff meeting and include all approved outreach organizations (Outreach Meeting 1). This in-person meeting shall be scheduled by the City at a location of their choice. Outreach Meeting 2 shall be scheduled approximately 8 weeks after the NTP, but prior to the Schematic Phase 1 submission. Outreach Meeting 3 shall be approximately 12 weeks after meeting 2 at the midpoint of the Design Development Phase 2. Outreach Meeting 4 shall be 15 weeks later to coincide with the 90% Con Doc submission, Phase 3. One of the last three outreach meetings will be virtual. Actual dates and locations shall be mutually established upon contract award and NTP.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner

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and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code – TBD
Land Surveying – TBD
Geotechnical Survey – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tom Jarman, Project Architect
Alabama Architect's License #3069
Andrew Marasca, Project Architect
Alabama Architect's License #6996
Catarina Echols, LEED AP, AAIA, Project Manager
Mott MacDonald Architects, Inc.
107 St Francis Street, Suite 2900
Mobile, Alabama 36602

(Paragraphs deleted)
§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A.

1 Structural Engineer:

Mott MacDonald Architects, Inc.

.2 Mechanical and Plumbing Engineer:

Engineering Design Technologies, Inc.

.3 Electrical, Fire Protection, Telecommunication & Data, Security Engineer:

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Mott MacDonald Architects, Inc.

.4 Design Architect:

Mott MacDonald Architects, Inc.

.5 Civil Engineer:

SACOR, LLC Ephriam Environmental, LLC

.6 Landscape Architect:

Christian Preus Landscaping Architecture

.7 Interior Design and Fixtures, Furniture and Equipment:

Mott MacDonald Architects, Inc.
*Standard office furnishings only.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

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.1 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 **Comprehensive General Liability Insurance:**

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

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

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

3. **Automobile Liability Insurance:**

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

4. **Excess/Umbrella Liability Insurance**

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

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except Workers Compensation and Professional Liability, , shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance, except for Professional Liability, shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, 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.

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the b Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

N/A

(Paragraphs deleted)

§ 3.6.2 Evaluations of the Work

N/A

(Paragraphs deleted)

§ 3.6.3 Certificates for Payment to Contractor

N/A

(Paragraphs deleted)

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§ 3.6.4 Submittals

N/A

(Paragraphs deleted)

§ 3.6.5 Changes in the Work

N/A

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect under Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect under Basic Services
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	Architect under Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect under Basic Services
§ 4.1.1.8 Civil engineering	Architect under Basic Services
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	Architect under Basic Services
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect under Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect under Basic Services
§ 4.1.1.23 Commissioning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design ***Standard office furnishings only.**	Architect under Basic Services
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	Architect under Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1.30 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

A/E investigations, Meetings and Management - Recertifying the survey, and coordination with fire alarm, security alarms, and telecom.
Community Engagement - 3 in-person meetings at a venue provided by the City. All meetings to be live-streamed.
Social Media pages w/ 2 posts (average) per week, digital polls and surveys.
Public Outreach Presentation Materials - See Community Engagement. Includes up to $1500 in printing.
Grant Documentation - Assist with quarterly and final performance reports throughout the lifecycle of the project, excluding construction phase.
ADEM NPDES Permitting - Develop permit application and coordinate the application process with ADEM and the City of Mobile. All required plans will be included.
Environmental Compliance - A pedestrian survey and records review will be conducted as part of the Phase I Environmental Site Assessment (ESA) Process. The Phase I ESA will delve into a background history of the site, a review of historical and current aerials, what contaminates may be present, and look at if the surrounding area may have caused contamination or has the potential to cause contamination on the subject property. Ecological assessments will also be conducted on the site. This will begin with reviews of USGS Topography Maps of the area, the USDA Soil Survey, and the National Wetlands Inventory Maps.
Landscape Design - Complete drawings and specifications detailing the hardscaping, site furnishings, and planned vegetation for the site.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

.7 Preparation of an estimate beyond a Rough Order of Magnitude Class 5 estimate provided in the Basic Services by the Architect and Design Team. This estimate will be Class 3 or better and provided by a subconsultant of the Architect.

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

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§ 5.5 N/A

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. This estimate will be a Class 5 Rough Order of Magnitude estimate only. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.2.1, as an Additional Service.

§ 6.4 N/A

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 N/A.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

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Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 This Agreement shall end on October 31, 2023.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

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A. Basic Services Stipulated Sum	$283,500.00
B. Reimbursable Expenses: not to exceed	$ 16,250.00
C. Additional Services (as approved)	$116,474.50
D. Total Compensation: not to exceed	$399,974.50

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	thirty	percent (	30 %)
Design Development Phase	forty	percent (	40 %)
Construction Documents Phase	thirty	percent (	30 %)
(Rows deleted)			
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A, Proposal for Professional AE Services for: Africatown Welcome Center – Phase 1

Employee or Category	Rate ($0.00)
(Row deleted)	

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Outreach Reimbursable estimated expenses:

Travel expenses for 3 meetings	$4,750.00 (total)
Social Media Expenses	$3,750.00
Printing	$1,750.00

.2 Architectural/ Engineering Services Reimbursable Estimated expenses:

Travel expenses for 2 meetings	$4,500.00 (total)
Printing	$1,500.00

(Paragraphs deleted)

.3 Total estimated Reimbursable expenses: $16,250

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect shall provide the complete set of Construction Drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.2 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Design Phase.

.3 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.4 The City utilizes E-Builder as its project management system. E-Builder is a secure data collection site: **https://www.e-builder.net**. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

Init. /

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User Notes: (1265451620)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Proposal for Architectural Services, Exhibit A
b. Insurance Requirements, Exhibit 1
c. Architect's Certificate of Insurance with Endorsements
d. Architect's E-Verify Documentation
e. Exhibit B, Request for Qualifications Africatown Welcome Center Phase I – Engineering and Design
f. Exhibit C, Restore Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms And Conditions
g. Exhibit D, Procurement of Recovered Materials Provisions (2 CFR 200.323) and Appendix II to 2 CFR 200

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

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(1265451620)

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGRAINING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

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(1265451620)
User Notes:

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Mott MacDonald Architects, Inc

ARCHITECT *(Signature)*

Katie Parker, PE Senior Vice President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Katie Parker as Senior Vice Pres of Mott MacDonald 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 24 day of January, 20 23.

Amy Busbee
NOTARY PUBLIC
My Commission Expires:

AMY BUSBEE
MY COMMISSION EXPIRES
SEPTEMBER 10, 2023
NOTARY PUBLIC
STATE OF ALABAMA

Init.
/
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User Notes:

MOTT MACDONALD

Roger Washington, Jr. / City of Mobile
Project Manager – Architectural Engineer
Architecture and Engineering Department
City of Mobile
AL 36608

Your Reference
CL-036-21

Our Reference
502100719

Mott MacDonald
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Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 343 4366
mottmac.com

Professional AE Services: Africatown Welcome Center - Phase I

January 10, 2023

Dear Mr. Washington,

Mott MacDonald Architects, Inc. (MM) would like to submit our proposal for the professional engineering and architectural consulting design services (AE Services) for the Africatown Welcome Center – Phase I.

MM proposes to provide professional AE Services, and to contract with sub-consultants including 3 (three) DBEs for the mechanical and plumbing through Engineering Design Technologies, Inc. (EDT), community outreach and civil engineering through SARCOR, LLC, and environmental assessment & mitigation through Ephriam Environmental, LLC, as well as specialty consultants in landscape architecture through Christian Preus Landscape Architecture (CPLA).

Please note, this Proposal has been revised to reflect negotiations and reflects the final contract agreement as noted in the AIA Contract Document.

Project description:

The City of Mobile was awarded funding from the RESTORE Act, for the planning, engineering, and architectural design of the Africatown Welcome Center (Project). We will approach this project with a detailed understanding of the City's goals and objectives. We shall provide support to the City's outreach to the Africatown community, and other stakeholders. Our team understands the needs of the City of Mobile and has the right people and experience to create a welcoming, historically accurate, and meaningful facility for all visitors.

Work to be completed under Phase I shall include, but it is not strictly limited to, the following tasks and services:

Task 1 Site services and design

MM in collaboration with Sarcor, LLC (Civil), Ephriam and Associates Consulting LLC, and CPLA will provide site civil services with support in the discipline leads in utilities, landscape, and environmental.

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1.1 Site civil investigations and design

The MM team shall provide site investigations to support Project engineering and design, including the following:

- Identify site constraints and access
  - Future roadway and right of way improvements
  - Potential land acquisitions for additional parking
  - Adjacent facilities, structures, and other conditions impacting site development
  - Pedestrian friendly connection to other touring venues
- Perform site utility investigation
- Review parking layout and routing

Drawings and specifications

The MM team will develop drawings and specifications to support the civil site engineering and design, including the following:

- Provide grading and erosion control design
- Perform City Zoning analysis
- Utility design, including coordination with utility providers
- Design stormwater conveyance and treatment
- Site massing and layout diagrams

ADEM NPDES Permitting Services

Develop ADEM construction stormwater permit application, including required erosion and sedimentation control / BMP plans.

Task 2 Building services and design

2.1 Architecture and Interior Design

MM will provide architecture and interior design services for the Project.

Drawings and specifications

Architecture and interior design services are considered Basic Services and shall include:

- Perform building code review and compliance including ADA guidelines
- Provide Project planning and programming in coordination with the city
- Develop site plan, floor plans, building elevations and details of building components and casework in coordination with discipline leads in the context of equipment needs and layouts.
- Provide interior finishes, FFE and signage plans, schedules, and legends
- Coordinate with other disciplines to meet programmatic needs and aesthetic requirements.
- Implement sustainable practices in all disciplines.

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2.2 Structural engineering

MM will provide structural engineering with support from the discipline leads in architectural and with input from the City provided geotechnical report.

Drawings and Specifications

The MM team will provide the structural engineering and design as a Basic Service to support the Project, including:

- Foundation design based on the City of Mobile supplied geotechnical report and recommendations
- Design roof system and run uplift calculations
- Structural Design and Details

2.3 Electrical engineering including lighting & fire alarm

MM will provide the electrical engineering services to support the Project, including:

- Developing standard Power design and coordination with mechanical requirements
- Coordination with Architect / Interior design for selected light fixtures
- Coordination with site civil and parking lot lighting
- Coordination with Fire Alarm, Telecomm and Security subconsultant

Drawings and specifications

Electrical engineering design includes developing drawings and specifications for:

- Lighting – Power and Switching: egress lights, exit signs, fixture schedule

2.4 Mechanical, plumbing and fire protection

This task will be led by Engineering Design Technologies, Inc. with support from MM architectural and electrical disciplines. These services include:

- Identification of standard mechanical requirements coordination with electrical design
- Coordination with Architect / Interior Designer selected plumbing fixtures

Drawings and specifications

Task 6 engineering design includes developing drawings and specifications for:

- HVAC interior components load calculations
- Exhaust system design
- Smoke evacuation system design
- Sanitary waste and vent system
- Domestic cold and hot water system

Task 3 Construction documents & specifications

The MM team will develop the construction documents and specifications, including Project Manual, to support Project Bidding and Permitting.

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3.1 Submit to the authorities having jurisdiction

The MM team will support the development of permit documents for the Project to the permitting authorities. These may include but not be limited to:

- City of Mobile Permitting: Building and Land Disturbance
- City of Mobile Planning & Zoning
- Alabama Department of Environmental Management (ADEM)

3.2 Submit drawings and specifications to City Architecture Dept

MM will submit drawings and specifications to support Project bidding to the City Architecture Department. This includes:

- Project drawings in AutoCAD and PDF formats
- Project Manual in Word and PDF formats

Task 4 Special Services

4.1 A/E investigations, Meetings and Management

The MM team shall provide the following Special Services support Project engineering and design:

- Site environmental investigations and mapping
- Landscape architecture design
- Coordination with Fire Alarm, Telecomm and Security subconsultant and incorporate into design

4.2 Community engagement

This Task will be led by SARCOR, LLC, in coordination MM and CPLA. The team will work with the City of Mobile (City) to participate in 3 to 4 community engagement sessions. These sessions will plan to:

- Create community engagement plan that caters to the design schedule/ process
- Meetings shall yield the opportunity for community ideas and feedback

The Four Phase process:

1. Overview open session and Project boundaries
2. Refine understanding, provide 2-3 conceptual drawings, and present back to the community the understanding of first session
3. Single concept presentation
4. Final design presentation

4.3 Building Information Modeling (BIM) animated visualizations

MM will utilize our in-house BIM services to promote the City's and community's understanding of the project.

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- Incorporating graphic, physical, environmental, and operational data into models
- Supporting a process to better resolved solutions resulting in reduced waste both in time and in materials, faster project delivery, reduced risk, enhanced sustainability, and better whole-life performance.
- Encourage community interest and participation.
- Allow stakeholders an opportunity to gain an understanding of how the Project improvements will impact their experience.

4.4 Assist with Grant documentation

The MM team will assist the City with quarterly and final performance reports throughout the lifecycle of the project, excluding Construction Phase. Construction Phase efforts are described as an Additional Services, below.

4.5 Regulatory and Environmental Compliance

The proposed Project site is in a heavy industrial location; the City anticipates the appropriate National Environmental Policy Act (NEPA) documents will be required. The MM team will support the development of the NEPA document.

4.6 Landscape Architecture

In addition to Site Civil design, the MM team will include the expertise of a Landscape to take advantage to the site's topography and direct line of sight to the Cemetery, to create a building that incorporates both interior and exterior spaces.

Calculation of the Project A/E fee:

Basic Services

Basic Services are described as Tasks 1 through 3. Fees for these services are per the Alabama Division of Construction Management Manual of Procedures Ch 4. A/E fees are calculated as a percentage of project construction costs. For developing fees for AE Services, the following assumptions are made:

- Project construction costs is Six Million dollars ($6,000,000.00)
- Project is considered Building Group III (6.3% Fee)
- $378,000.00 Basic Services Fee

Adjustment to Basic Services

Per Alabama Division of Construction Management, the Basic Services include Construction Contract Procurement and Construction Contract Administration. This service can be estimated as 25% of the total A/E fees. These services are considered Additional, to be paid on a Time and Material basis as described below, equating to a 25% ($94,500) reduction in the Basic Services Fees for construction administration.

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Total A/E Basic Services Fee **$283,500.00**

Discipline Breakdown

Civil (15%)	$42,525.00
Architecture (55%)	$155,925.00
Structure (15%)	$42,525.00
MEP (15%)	$42,525.00

Calculation of Special Services Fee

Special Services described in Task 4. Fees for these services are described below:

• A/E investigations, Meetings and Management	$7,500.00
• Community Engagement	$35,074.50
• Public Outreach Presentation Materials	$15,000.00
• Grant Documentation	$6,000.00
• ADEM NPDES Permitting	$2,400.00
• Environmental Compliance	$5,500.00
• Landscape Design	$45,000.00

Total Special Services Fee: **$116,474.50**

Total Project Phase 1 Fee: **$399,974.50**

Reimbursable Expenses

Reimbursable expenses are listed below:

• Travel expenses	$11,000.00
• Social Media	$3000.00
• Printing	$2500.00

Total Reimbursable Expenses: **$16,250.00**

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Additional and extra services

Additional / Extra services will be furnished on an hourly basis, per your request. If these are needed or requested for the project, written authorization to proceed will be required. Additional / Extra services can be provided on a Time and Material basis using the Rates provided in the attachment.

Additional services may include but are not limited to:

1. Professional Engineering and/or Architectural services related to changes in scope of project and re-design of owner approved changes.
2. Re-design after owner approved 60% drawings.
3. Professional services for Bidding
    a. Review and Respond to Contractor's RFIs
    b. Conduct Pre-Bid Meeting – provide meeting minutes
    c. Conduct Bid opening and certification of bids received
4. Professional services during construction, including:
    a. Construction Administration
    b. Specification and Shop Drawing review for all disciplines
    c. Minimum of one (1) site visit per week as needed during construction
    d. Closeout documents and year end inspections
5. Provide cost estimating for the project
6. Coordination with Specialty Consultants such as Audio Visual, Interactive Exhibits, and Artwork.
7. Ancillary Project Coordination, including but not limited to:
    a. Pedestrian Walkway
    b. Additional Parking
8. Assisting the City with pursuing additional Grant opportunities.
9. Review and support Grant documentation other than identified here within.

Exclusions and Clarifications

This Proposal is condition precedent to mutual agreement and execution of the Mott MacDonald Agreement for Professional Services.

1. This proposal excludes geotechnical reports or topographic surveys for the site. The City of Mobile shall provide.
2. The proposal does not cover the construction budget associated with the design or coordination of any utility relocation due to any utility conflicts that may be discovered in the course of the project.
3. The proposal does not include the construction budget associated with interior finishes.
4. MM is not responsible to act as foreman, superintendent, and/or safety engineer or are we responsible for the safety of the contractor's personnel.
5. This proposal does not include any additional displays, renderings, or plans other than those outlined above.
6. Environmental Audits or Remediation consulting is included. However, MM shall not be responsible for costs due to working in environmental conditions such as buried contaminants, mold or asbestos contaminated areas, should they arise.
7. MM will endeavor to protect the City of Mobile against defects and deficiencies in the work of contractors but does not guarantee work or performance.

MOTT MACDONALD

We look forward to providing professional Engineering and Architectural services on Phase 1 of this exciting project. Thank you for the opportunity to be of service

Catarina Echols, LEED AP, AAIA
Project Manager
1-251-406-8247
Catarina.echols@mottmac.com

Katie Parker, PE
Senior Vice President
1-251-370-3626
kathryn.parker@mottmac.com

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements
Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
Chapter II - Office of Management and Budget Guidance
Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Subpart D - Post Federal Award Requirements
Procurement Standards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SUBCONTRACTOR LISTING FORM

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	Selected as Sub-Contractor (Y/N)
Example- ABC Engineering John Doe	123 Main Street, Fairhope, AL 12345 123-456-7890	12-34567890	Y	N	Y
SARCOR LLC Selena Rodgers	1116 20th Street South #322 Birmingham, AL 35205 205-227-8733	967575056	Y	Y	Y
Ephriam and Assoc. Consulting LLC Troy L. Ephriam	3439 St. Stephens Rd. Eight Mile, AL 36610 251-378-8081	080704606	Y	N	Y
CPLA Christian Preus	307 De La Mare Avenue Fairhope, AL 36532 855-539-5086	063174621	N	N	Y

COMPLETED BY: _____ **DATE:** _____

Mott MacDonald Alabama, LLC	
Entity ID Number	000 - 687 - 349
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	01/21/2003
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	ENGINEERING SERVICES
Members	
Member Name	O'CONNOR, MARK
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2022
Transactions	
Transaction Date	01/21/2003
Miscellaneous Filing Entry	CONVERSION OF HATCH MOTT MACDONALD ALABAMA, INC TO HATCH MOTT MACDONALD ALABAMA LLC (ARTICLES AND CONVERSION IN SAME DOCUMENT)
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	11/03/2014
Agent Mailing Address Changed From	* Added
Transaction Date	11/03/2014
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	05/27/2016

Mott MacDonald Alabama, LLC	
Legal Name Changed From	Hatch Mott MacDonald Alabama, LLC
Transaction Date	05/27/2016
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	04/28/2017
Registered Agent Changed From	CSC-LAWYERS INCORPORATING SERV INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104

Scanned Documents	
Document Date / Type / Pages	01/21/2003 Certificate of Formation 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	11/03/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	06/03/2016 Articles of Amendment 3 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search

Company ID Number: 172981

Approved by:

Employer Mott MacDonald Holdings, Inc.	
Name (Please Type or Print) Melanie Graham	Title
Signature Electronically Signed	Date 12/19/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/24/2008

E-Verify

Company ID Number: 172981

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mott MacDonald Holdings, Inc.
Company Facility Address	11233 Shadow Creek Parkway Suite 400 Pearland, TX 77584
Company Alternate Address	
County or Parish	BRAZORIA
Employer Identification Number	223831806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	17

Company ID Number: 172981

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	3 site(s)
FLORIDA	5 site(s)
GEORGIA	1 site(s)
KENTUCKY	1 site(s)
LOUISIANA	2 site(s)
MASSACHUSETTS	1 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	1 site(s)
TEXAS	2 site(s)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2023

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

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

PRODUCER
Willis of New Jersey, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: American Automobile Insurance Company	21849
INSURER C: Travelers Property Casualty Company of Ame	25674
INSURER D: Lloyd's Syndicate 1886	C5136
INSURER E:	
INSURER F:	

INSURED
Mott MacDonald Architects, Inc.
107 Saint Francis Street Suite 2900
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER:** W27901062 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	USC016868220	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	SCV010281-22	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000,000 $ $ $ $ 1000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-0S634559-22-NF	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW022362-22	06/30/2022	06/30/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			B080120388P22	06/30/2022	06/30/2023	Per Claim Per Agg	$1,000,000 $1,000,000

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

Coverage for Contractual Liability and Independent Contractors are provided under the General Liability policy.

The Umbrella/Excess policy Follows Form.

City of Mobile is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability as per written contract or agreement.

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 23607045 BATCH: 2806864

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New Jersey, Inc.	NAMED INSURED Mott MacDonald Architects, Inc. 107 Saint Francis Street Suite 2900 Mobile, AL 36602
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Mobile as agreed to by written contract.

Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability and Umbrella/Excess Liability as agreed to by written contract.

Waiver of Subrogation applies in favor of City of Mobile with respects to Worker's Compensation as agreed to by written contract for all states as permitted by law.

ACORD 101 (2008/01)

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SR ID: 23607045 BATCH: 2806864 CERT: W27901062

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: **USC016868220**

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: **06-30-2022**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
Blanket- As required by written contract	

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

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Julie A. Thomas
Secretary

President

© Insurance Services Office, Inc., 2012

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: USC016868220

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: 06/30/2022

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Blanket- As required by written contract	

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

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Julie A. Blum
Secretary

President

CG2037 4-13
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Allianz

MultiCover® - CG 71 58 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. **Broadened Named Insured**

   A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

      3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

         a. There is no other similar insurance available to that organization; and

         b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and

         c. That organization is incorporated or organized under the laws of the United States of America.

         However:

         (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

         (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

         (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

   B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

      No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. **Additional Insured**

   If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

   SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

   e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

      (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;

      (2) The **bodily injury, property damage** or **personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract;**

      (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract;**

      (4) The insurance afforded to such additional insured only applies to the extent permitted by law;

      (5) Such person or organization is an additional insured only with respect to:

         (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural

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alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(b) Your ongoing operations performed for that insured;

(c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization;

(e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard;** or

(f) Their liability as a grantor of a franchise to you.

(6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:

(a) Which takes place at a particular premises after you cease to be a tenant of that premises;

(b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;

(c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage** or **personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal or advertising injury** involved the rendering of or the failure to render any professional services by or for you.

3. **Additional Insured - Vendors**

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

(a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections,adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract,** because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017,A. Cancellation, item 2.b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

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7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS , the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:
   a. $1,000,000 Any One Premises; or
   b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

(i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS, 9. **Insured Contract ,** item a., is deleted and replaced by the following:

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract;**

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
   a. the actual cash value of the damaged automobile as of the time of the loss; or

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b. the cost of repairing the damaged automobile; or

c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of $25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and

6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) **Personal and advertising injury**:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

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d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit,** including substantiated loss of earnings up to $500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

(a) You, if you are an individual;

(b) Your partner or member, if you are a partnership or joint venture;

(c) Your member, if you are a limited liability company;

(d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

(2) To the extent possible, notice should include:

(a) How, when and where the occurrence or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the occurrence or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination** .

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination** , if insurance thereof is prohibited by law; or

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t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination.**

21. **Medical Payments**

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

A. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

3. Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

a. a. $20,000 Any One Person; or

b. b. The amount shown in the Declarations.

All other terms and conditions of the policy apply.

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Additional Insured - Primary and Non-ContributoryWith Other Insurance CA 71 06 04 14

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Mott MacDonald Group, Inc.

Policy Number: SCV010281-22

Producer: Willis of New Jersey, Inc.

Effective Date: 06/30/2022

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

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

Scheduled Persons or Organizations	**With Respect to Designated Project or Contract**
Any person or organization from whom you are required by written contract or agreement .	As required by written contract

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

Provisions

A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of **Section IV - Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **American Automobile Insurance Company** as named in the policy

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FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

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

A. **Broadened Named Insured**

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and

(c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. **Broadened Who Is an Insured**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the American Automobile Insurance Companies as named in the policy

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2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. **Additional Insured Coverage and Waiver of Subrogation**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

   Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

   However, such person or organization is an **insured**:

   (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and

   (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:

      (a) You executed the **insured contract** or written agreement; or

      (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

   Waiver of Subrogation

   If required by a:

   a. Written **insured contract** or written agreement executed prior to the **accident**; or

   b. Written permit issued to you by a governmental or public authority prior to the **accident**;

   we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. **Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations.

E. **Hired Auto Physical Damage Coverage and Loss of Use Expenses**

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

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Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and

3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:

   a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of $500.

However:

(1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

(2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

   However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $1,000.

F. **Coverage Territory - Hired Auto**

1. Form CA0001, (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

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(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. **Communication Equipment Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is $1,500, if, at the time of **loss**, such electronic equipment is:

H. **Tapes, Records, CDs and DVD Coverage**

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property, or that of a family member; and

b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is $250. No deductible applies to this coverage.

I. **Personal Effects Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to $500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in a covered **auto** in the event of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

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J. **Airbag Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) $1,500.

(4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

(5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 2. Towing, is deleted and replaced by the following:

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2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the private passenger type, no deductible applies; and

c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under **Section III - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the **private passenger type**, no deductible applies; and

c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under **Section IV - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to $500 a day, because of time off from work.

O. **Duties In The Event Of Accident, Claim, Suit Or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions**, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(a) How, when and where the **accident** or **loss** occurred; and

(b) The **insured's** name and address; and

(c) To the extent possible, the names and address of any injured persons and witnesses.

P. **Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. **Fellow Employee Coverage**

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. **Limited Mexico Coverage**

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

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IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

(i) For **accidents** or **losses** occurring within 25 miles of the United States border; and

(ii) For trips into Mexico of 10 days or less; and

(iii) If the covered **auto** is principally garaged and principally used in the United States; and

(iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. **Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. **Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. **Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

(1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

(2) Shown in this policy as having a loss payee or additional insured-lessor; and

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(3) Incurs a covered total **loss**;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or

(b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. **Two or More Deductibles**

1. **Section III - Physical Damage Coverage** D. Deductible, of form CA0001 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage**, D. Deductible of form CA0020 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph **1.** above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

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(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED,** or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

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to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

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a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   - **a.** An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
     - (1) "Bodily injury" or "personal injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
       - **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
       - **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
       - **(d)** Arising out of his or her providing or failing to provide professional health care services.

       Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
     - (2) "Property damage" to property:
       - **(a)** Owned, occupied or used by; or
       - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

       you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

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any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1), (2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

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7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

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e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

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3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

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G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1), (2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES.** As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

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(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

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watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

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c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

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23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Blanket Waiver of Subrogation as required by written contract.

This blanket waiver of subrogation does not apply to work with exposure in Kentucky, New Hampshire, or New Jersey.

Hawaii premium charge for the endorsement is $ 0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/30/2022** Policy No. **SCW022362-22** Endorsement No.
Insured **Mott Macdonald Group Inc** Premium

Insurance Company **Fireman's Fund Insurance Company**

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Policy Number:USC016868220
Named Insured: Mott MacDonald Group Inc

Sequential Endorsement Number: 4

GENERAL LIABILITY

The following General Liability Form/Endorsement(s) are amended to apply as shown:

Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities (145977 01 11)

Name and Address of Person(s) or Organizations	Number of Days' Notice if other than 10 Days
ON FILE WITH CARRIER, AS REQUIRED BY WRITTEN CONTRACT AS PER CONTRACT AS PER CONTRACT, NJ 08830	30

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11 Schedule

Name and Address of Person(s) or Organizations	Number of Days Notice if other than 10 Days:
As on File with Broker	60

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.) This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged

145977 1-11

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POLICY NUMBER:CUP-0S634559-22-NF ISSUE DATE: 6/30/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: As required by written conrtract or agreement

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
See Page 1	SCW022362-22
	EFFECTIVE DATE **06/30/2022** SEE PAGE 1

Holder Name: See Page 1

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Workers Compensation

REQUEST FOR QUALIFICATIONS

AFRICATOWN WELCOME CENTER PHASE I – ENGINEERING AND DESIGN
Mobile, Alabama 36610
CL-036-21

The City of Mobile Architectural Engineering Department is seeking competitive proposals for qualified design professionals to provide design and construction administration related services for proposed Africatown Welcome Center Phase I.

The full extent of requirements and services is contained in the formal Request for Qualifications, as posted on the City of Mobile website. The document may also be obtained by contacting the Architectural Engineering Department, 251-208-7454, Government Plaza, 205 Government Street, 5th Floor South Tower (P. O. Box 1827), Mobile, Alabama 36633-1827.

Proposals in response to the Request for Qualifications must be submitted no later than 3:00 PM local time on Wednesday, September 7, 2022, to the address indicated above. Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Department of the Treasury and the Alabama Department of Conservation and Natural Resources (ADCNR) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. ADCNR, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

REQUEST FOR QUALIFICATIONS
PROFESSIONAL DESIGN SERVICES

CITY OF MOBILE
ADCNR ACTIVITY 11- AFRICATOWN WELCOME CENTER
PHASE I – ENGINEERING AND DESIGN
City of Mobile Project No. CL-036-21

1.0 INTRODUCTION

The City of Mobile is inviting qualified consultants to submit a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ) to provide professional services for the planning, engineering and architectural design of the Africatown Welcome Center, a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals and a strategic community destination, linking various community development initiatives and historical sites. Architecture, engineering, or planning firms with experience in tourism related centers in historic communities, buildings in historic communities, or other like buildings are requested to respond to this RFQ. This request for qualifications will enable the City of Mobile to make a selection based on professional qualifications for this consulting work.

2.0 DESCRIPTION OF PROJECT

The City of Mobile has been awarded a grant from the RESTORE Act. This project will be implemented by the City of Mobile pursuant to the Subaward Agreement for Grant Number 1 RDCGR010111-01-00 between the Alabama Department of Conservation and Natural Resources (ADCNR) and the City of Mobile. The project will have a strict timeline for completion. The project's scope of work for Phase I of the Africatown Welcome Center includes the development of Comprehensive Site Master Plan as well as permitting, engineering and design, surveying, geotechnical, utilities work and community engagement of stakeholders. The Africatown Welcome Center will be a public facility dedicated to the promotion of the Africatown community's cultural heritage, with information for tourists and locals and a strategic community destination, linking various community development initiatives and historical sites. The Welcome Center will enhance the preservation of the community and a location from which to share and promote the Africatown community as an area of nationally historic significance within the Gulf Coast Region. Community engagement and stakeholder engagement process will inform design elements of the facility, as well as the programs/displays/features that will be housed in the community center.

3.0 SCOPE OF WORK & DELIVERABLES

The Scope of Work is anticipated to include, but not be limited to, the following tasks:

1. Review existing grant documentation.
2. Regulatory and environmental compliance and correspondence.

3. Participate with the City in responding to the U.S. Department of the Treasury and ADCNR requirements and inquiries.
4. Participate in the City-led communication and stakeholder engagement process regarding the Welcome Center, as deemed appropriate and as directed by the City, regarding compliance, permitting, project implementation, design, uses and adaptive management.
5. Review and utilize outcome materials from archeological and cultural resources survey.
6. Planning for and participation in the City of Mobile's zoning and planning process.
7. Provide site planning services.
8. Provide engineering and architectural design services for site and building design including, but not limited to civil, landscape, architectural, structural, mechanical, plumbing and electrical and lighting design.
9. Provide services of a LEED AP accredited professional to achieve LEED BD+C Certification designation for the facility.
10. Create bid documents as required by Engineering Department and ADCNR.
11. Prepare final plans and bid documents.
12. Assist City of Mobile project design consultants with Pre-Bid and Bid Process.
13. Provide technical assistance with construction observation.

4.0 PROPOSAL REQUIREMENTS

Firms interested in performing the work will be considered based on a written response to the Request for Qualifications. Please limit this section addressing 1-4 to no more than 10 single-sided pages. The page limit does not include resumes or required Attachment A, Attachment B, or Attachment C. All proposals should be organized in the following manner:

1. Cover Letter
   The Statement of Interest must include a cover letter accompanying the Statement and acknowledging receipt of any issued amendments to the RFQ. The letter should be addressed to Roger Washington, Architectural Engineer 205 Government Street, 5th Floor, South Tower, Mobile, Alabama 36602

   a. The letter should indicate a primary contact and that person's title, address, phone number, email address, and the UEI number for the firm. The letter should introduce the Respondent's project team. The Project Team is defined as the lead plus any key team members who are critical for consideration by the evaluation team and include relevant professional certifications for each.
   b. The letter should include a general statement of prior relevant experience and proposed approach for this project.
   c. The letter should include a statement that the Project Team is adequately staffed and will execute the Project in a timely manner.
   d. The letter should include the following documents: (1) Attachment A: City of Mobile UEI Number Documentation and Verification Form, (2) Attachment B: City of Mobile Federal Funding Accountability and Transparency Act Disclosure Statement.
   e. The letter should include the MBE and/or WBE status of the proposing firm.
   f. The Federal Government's SAM Registration Process is provided in Attachment C.

2. Conceptual Approach & Methodology
   The response should provide a description of the methods that will be used to accomplish the following tasks:

a. Site Design including approach to site layout, utilities work, surveying, geotechnical, permitting/environmental compliance, grading and drainage, parking and drives, landscaping, site lighting and signage.
b. Building Design including approach to building plan and configuration, exterior materials and colors, structural and mechanical electrical/ plumbing systems design, and LEED BD+C Certification.
c. Coordination with community engagement team.

3. Experience and Background

Firms interested in performing the work will be considered based on a written response to the RFQ. All applicants must submit their qualifications and list any prior experience with projects similar in nature and scope to the above services being requested. The following information must be submitted in written form:

a. Statement of registration of the firm. Architects/Engineers of Record must be a registered professional in the State of Alabama.
b. Statement of the names, and duties of the individuals that will be involved in this project (when performing professional services) and their experience.
c. Statement of qualifications of individuals who will perform professional work.
d. Statement as to professional standing including any pending controversies. If none exists, such a statement should be made.
e. Statement of experience in the fields that the proposed services are requested and work of a similar nature which the proposed staff for requested services was in responsible charge, including a description of the work, the client for whom it was performed, the location of the work, and dates of performance. Provide proposed staff names and specific experience.
f. Statement of experience within the local jurisdiction, with local utility providers, and knowledge of local standards and specifications.
g. Statement of experience with participating in community engagement and outreach for this type of project. Please include specific examples.
h. Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed for the proposed services.
i. List of qualified personnel in other disciplines required for proposed services, both in-house and those to be acquired from outside sources and their experience.
j. Statement as to whether or not the firm is operating on a sound fiscal basis.
k. Statement of where the work will actually be accomplished.
l. Statement of experience obtaining LEED BD+C Certifications.

4. Project Team / Level of Participation

The Statement of interest shall provide the following information so that it can be clearly understood by the Evaluation Team and City personnel.

a. Identify key Project Team members with responsibility for leading main project tasks, including the percentage of time each is expected to commit through the duration of the planning process.
b. Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R.

§200.321. Identify key Project Team members that qualify as a Minority Owned Business and/or Women's Business Enterprise.

c. In addition to identification of Minority Owned Businesses and/or Women Business Enterprises, also Identify key Project Teams members that qualify as a Certified Socially and Economic Disadvantaged Business (DBE) or labor surplus area firm, including the percentage of time each is expected to commit through the duration of the planning process.
d. Include an organization chart of the Project Team showing lines of communication, clearly defined roles, availability, and decision-making hierarchy.

5.0 SUBMITTAL OF RESPONSES AND ANTICIPATED SCHEDULE

Responses to the RFQ will be received until 3pm CST on September 7, 2022. Please limit narrative to 10 single-sided pages. Page limit does not include resumes. Submittals will not be accepted after the stated deadline. Please submit five (5) printed copies and one (1) electronic version (email or USB drive) to:

Roger Washington
205 GOVERNMENT STREET, 5TH FLOOR, SOUTH TOWER, MOBILE, AL 36602
roger.washington@cityofmobile.org

Any items submitted as part of a response to this RFQ shall become property of the City of Mobile. After written proposals have been reviewed, discussions with prospective firms may be required to clarify any portions of the proposal.

The following is a schedule for the selection process. The schedule is subject to change.

07/29/2022	Request for Qualifications advertised
08/26/2022	Questions must be submitted via email before 5pm CST
08/30/2022	Addendum with responses to questions posted
09/06/2022	Proposals submitted by candidate firms by 3pm CST
09/09/2022	Short list selected and notified, if City deems appropriate. Those not selected will be notified.
09/16/2022	Short list interviews (if needed)
09/16/2022	Selection
09/19-09/30/2022	Negotiation with selected firm
10/31/2022	Target date for notice to proceed

6.0 QUESTIONS

As stated above, the City will answer questions until 5pm on August 26, 2022. An addendum including all questions and answers and Q&A meeting minutes will be posted on August 30, 2022. Questions should be emailed to Roger Washington at roger.washington@cityofmobile.org

7.0 EVALUATION CRITERIA

Submittals received will be fully reviewed by an evaluation team and responses will be considered in the following categories:

1. Cover Letter / Comprehensive Project Team (5%)
   a. Completeness of information on proposed project team.
   b. Conciseness and ingenuity of the statement of approach.
   c. Timeliness of approach.

2. Conceptual Approach & Methodology (20%)
   a. Strategy for addressing identifying, researching, and documenting sites.
   b. Plan for preparing planning, architectural and construction documents.
   c. Demonstration of methods for communication and soliciting community engagement, comments and suggestions during project development.
   d. Strategy for completing the work in a timely manner.

3. Experience and Background (50%)
   a. Experience with design and administration with the City of Mobile and local utilities and their standard specifications.
   b. Prior experience with building design projects.
      - Prior experience with similar building design projects.
      - Prior experience working within historic communities and/or Africatown.
   c. Diversity of expertise of key team members.
   d. Prior experience working on federally funded projects.
   e. Demonstrated team experience in completing projects of the scale and complexity envisioned in the preliminary design through completion and assessment, on budget and on schedule.
   f. Prior success in obtaining LEED BD+C Certifications.
   g. Provision of at least two references.

4. Project Team / Level of Participation (15%)
   a. Roles, availability and time allocation of key Project Team members are clearly defined and reasonable.
   b. Provided organizational chart of key Project Team members that clearly delineates roles/responsibilities, lines of communication and decision-making hierarchy.

5. Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Participation (10%)
   a. The percentage of participation of registered DBE, MBE, WBE and Labor Surplus firms.
   b. Provided statement of participation and role.

8.0 CONDITIONS

The firm or individual practitioner must:

1. Have current City of Mobile Business License.
2. The licensed professional must be accessible by telephone and available for consultation between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
3. Furnish proof of Insurance as follows:
   a. General Liability Insurance each in the minimum amount of:
      i. Bodily Injury - $1,000,000 each person / $1,000,000 each occurrence, and
      ii. Property Damage - $1,000,000 per occurrence, or
      iii. Combined single limit - $1,000,000
   b. Automobile Liability Insurance each in the minimum amount of:
      i. Bodily Injury - $1,000,000 each person / $1,000,000 each occurrence, and
      ii. Property Damage - $1,000,000 each occurrence, or
      iii. Combined single limit - $1,000,000
   c. Excess/Umbrella and Employer's Liability Insurance in the minimum amount of:

i. Combined single limit - $2,000,000 each occurrence for bodily injury and/or property damage
ii. Workmen's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama

d. Workmen's Compensation Insurance: Statutory-Amount and coverage required by the State of Alabama

e. Professional Liability Insurance in the minimum amount of: $1,000,000 per occurrence/$2,000,000 aggregate.

- Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of the City of Mobile.
- Additional Insured - All policies of insurance shall be endorsed to name the City of Mobile as an Additional Insured
- Primary Insurance - All policies of insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile.
- Certificates of Insurance - Prior to commencement of the work, consultant shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

4. 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 in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify program shall be submitted as a condition of contract approval.
5. Funding - Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the U.S. Department of the Treasury and the Alabama Department of Conservation and Natural Resources (ADCNR) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Sates Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. The ADCNR, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.
6. 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 Sections 14-9 and 1410, Mobile City Code, and by doing so agrees that it either will have, or will provide City of Mobile with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals. Unless waived or exempted, all bidders must demonstrate good faith efforts to meet the requirements of Section 14-10, Mobile City Code, in order to be considered responsive bidders (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.

7. All respondents will be required to certify that they are not on the Federal list of debarred, suspended, or voluntarily excluded contractors and are not in default on any obligations due to the State of Alabama including, but not limited to, payment of taxes, fines, penalties, or other monies due. Selected firm will be required to register with www.sam.gov to confirm debarment/suspension status (see forms), provide evidence of required insurance, possess a City of Mobile business license, and be enrolled in the E-Verify program.
8. The successful firm will be required to keep and maintain documents in compliance ADCNR's records retention policy and 2 CFR 200.334, as well as all other applicable federal, state, and local laws.
9. The successful firm shall comply with the Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, as it applies to grants awarded by Treasury under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.
10. The successful firm will be required to comply with applicable federal, state, and local laws relating to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352.)
11. The successful firm will be required to represent and agree that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975
12. The successful firm will be required to comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth in the RESTORE Act and Subaward Agreement.
13. The successful firm will be required to comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), the Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. Chapter supplemented by Department of Labor regulation (29 CFR part 5), the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the Clean Air Act (42 U.S.C. 7401-7671), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and pursuant to EO 130443, encourage employees and to wear seatbelts when operating any vehicles in connection with performance of activities associated with this Agreement.
14. The successful firm will be required to document compliance with 2 CFR 200.321. In accordance with this section, the prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9.0 OTHER PROVISIONS

1. RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Mobile to pay for any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
2. If awarded, a contract will be awarded to the responsible firm whose proposal is deemed most advantageous to the City of Mobile.
3. The City of Mobile may (1) evaluate submittals; (2) waive any irregularities therein; (3) select candidates for selection interviews; (4) request supplemental or additional information as deemed necessary; (5) contact others to verify information provided in the submittal; or (6) reject any and all submittal(s), should it be deemed in the best interest of the City of Mobile.
4. If a mutually agreeable contract cannot be negotiated between the selected consultant and the City, the City reserves the right to select an alternate consultant or resolicit.
5. The successful firm will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the firm is not delinquent in any debt owed to the City of Mobile (taxes, fines, fees, etc.).
6. Any future agreements arising from this RFQ may be subject to 31 C.F.R. Part 19 compliance.
7. Applicants (except procurement contracts for goods and services under $25,000 not requiring the consent of a Treasury official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).
8. The following will be incorporated into the contract documents:
    a. Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 CFR 200.216)
    b. Domestic Preference for Procurements (2 CFR 200.322)
    c. Procurement of Recovered Materials - Section 6002 of the Solid Waste Disposal Act
    d. Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards
    e. RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions
    f. Any applicable Special Award Conditions that may be outlined in the Notice of Award
    g. Terms and Conditions of the Sub-Award Agreement with ADCNR
    h. Any other terms required under federal, state, or local law.
9. No obligation to proceed. The City is under no obligation to proceed with this Project, or any subsequent. Project, and may cancel this RFQ at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all

proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFQ, if it is found to be in the best interest of the City.

10. Withdrawal and modification. The City may allow a Respondent representative bearing proper authorization and identification to sign for, receive, and withdraw the Respondent's unopened proposal prior to submission deadline. A Respondent wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.
11. Licenses and permits. The successful Respondent shall furnish the City upon request all documentation regarding necessary licenses, permits, certifications, and/or registrations required by the laws or rules and regulations of the City of Mobile, Mobile County, other units of local government, the State of Alabama and the United States. The Respondent certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications, and/or registrations in force during the term of the agreement.
12. Errors in proposals. Respondents will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors. This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the City of Mobile and countersigned by the Respondent. Respondents are advised to make sure that their proposals are true. and correct when submitted.
13. Respondent expenses. By submitting a response to this RFQ, or participating in the process, each Respondent agrees that all of its related exppenses are its sole responsibility. The City will not be responsible for any costs whatsoever incurred by the Respondent in connection with, or resulting from the RFQ and/or RFP process, including but not limited to costs for preparation/submission of proposals, travel & per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.
14. Proposal life. Respondents must hold their proposals open for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City.
15. All information in a Respondent's proposal is subject to disclosure under the provisions of the State of Alabama's public record laws. Proposal responses received and opened will not be available to the public until after negotiation and award of the contract to the selected Respondent, or the final cancellation of the RFQ/procurement.
16. All questions or requests for clarifications shall be submitted as specified in this RFQ. Written responses will be provided as an official addendum to the RFQ in accordance with the submittal timeline. Respondents shall note that the official addendum represents the City's official position and supersedes any oral responses to inquiries or written responses by the City.

10.0 DRAFT AGREEMENT

A draft agreement between owner and architect is included with this solicitation. The City may modify this contract. Except as may be required under Alabama law, City will not consent to any contract provisions that seek to limit Respondent's liability for damages arising during the project. Except as may be required under Alabama law, City will not consent to any contract provision requiring it to indemnify Respondent for third party claims. Except as may be prohibited under Alabama law, City will require indemnification from Respondent for any claims arising from project. These are standard guidelines for City contracts. The scope and budget of the grant award is limited to E&D/planning services, and preparation of construction and bid documents. The City may, at its discretion, amend the contract to include procurement services, and construction phase services. Firms should submit with their proposal any terms within the agreement which the firm will be unable to agree.

DRAFT

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Mobile »« »
«Architectural Engineering Department »
«P. O. Box 1827 »
«Mobile, Alabama 36633-1827 »

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

« »« »
« »
« »

«City of Mobile Business License No.: »
«Secretary of State Registration No.: »

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

«Africatown Welcome Center - Phase I – Engineering And Design »
«Project Number: »
« »
« »
« »

The Owner and Architect agree as follows.

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

«N/A »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Bid. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Director of Real Estate Asset Management Department »
«City of Mobile »
«P. O. Box 1827 »
«Mobile, Alabama 36633-1827 »
« »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«N/A »

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«TBD »« »
« »
« »

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« »

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

«Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«TBD »
« »
« »
« »

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«TBA »« »

.2 Mechanical and Plumbing Engineer:

«TBA »« »

.3 Electrical Engineer:

« TBA »« »

.4 Commissioning Agent:

« TBA »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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User Notes:

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 « » («») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 « » («») visits to the site by the Architect during construction, as required based on progress of the work

.3 « » («») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 « » («») inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » («») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.3 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.4 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.5 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«$0.00»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«N/A»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

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for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

«»

.2 Percentage Basis
(Insert percentage value)

«N/A»

.3 Other
(Describe the method of compensation)

«A. Basic Services Stipulated Sum $
B. Reimbursable Expenses: not to exceed $
C. Total Compensation: not to exceed $»

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «zero» percent («0»%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«twelve and a half »	percent (	«12.5 »%)
Design Development Phase	«fifteen »	percent (	«15 » %)
Construction Documents Phase	«fifty »	percent (	«50 » %)
Procurement Phase	«two and a half »	percent (	«2.5 » %)
Construction Phase	«twenty »	percent (	«20 » %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit A »

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing, reproductions.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero » percent («0 » %) of the expenses incurred.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » ($ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

«0 » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Insurance Requirements, Exhibit 1
   c. Architect's Certificate of Insurance with Endorsements

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d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

«N/A »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

«N/A »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«N/A »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

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

City of Mobile

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
«William S. Stimpson, Mayor »« »	« »« »
(Printed name and title)	*(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____
Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this ___ day of _____, 20___.

NOTARY PUBLIC
My Commission Expires: _____

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RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

February 2022

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury's implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Frequently Asked Questions), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance," 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury's implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:

   i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

   ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and

   iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

   i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and

   ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for

activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. **Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures;

b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and

c. Acquisition of land or interests in land.

2. **Prior Approval for Changes in Centers of Excellence**

a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The Data Universal Numbering System (DUNS) Number of the entity or Unique Entity Identifier (UEI) Number as applicable;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. **Performance Reports**

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C APPLICABLE LAWS, REGULATIONS, AND PROGRAM REQUIREMENTS

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);
2. Treasury's implementing regulations, 31 C.F.R. Part 34;
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;.
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and
12. Any special award conditions included in the award.

D USE OF FUNDS AND FINANCIAL REQUIREMENTS

1. **Scope of Work**

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. **Pre-award Costs**

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

3. **Indirect Costs**

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. **Cost Sharing and Budget Limitations**

a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. **Program Income**

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the

conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. **Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. **Requirement to Maintain a Conflict-of-Interest Policy**

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

b. Covered telecommunications equipment or services are defined as follows:

   i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

   ii. 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);

   iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. 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 the People's Republic of China.

c. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

d. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

10. **Limitation on Use of Funds for Research Involving Human Subjects**

a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.

b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

ii. Documentation to support an exemption for the project;

iii. Documentation to support deferral for an exemption or IRB review; or

iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. **Limitation on Use of Funds for Foreign Travel**

a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. **Subawards**

a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332 , including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk

reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332.

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

g. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

h. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards consistent with 2 C.F.R. § 200.318(c)(1).

    i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

    ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

    iii. A recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

    iv. The standards of conduct must provide for disciplinary actions to be

applied for violations of such standards by officers, employees, or agents of the recipient.

E EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. **Financial Reports**

   a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.

   b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).

   c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

   d. The recipient must submit all financial reports via Grant Solutions (http://www.GrantSolutions.gov), unless otherwise specified by Treasury in writing.

2. **Performance Reports**

   a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.

   b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

      i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

         a) In Section B-1:

            1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

            2) Summarize any key accomplishments, including milestones completed for the reporting period;

            3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract,

the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F. R. § 200.329(e)**

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury's Direct Component Resources webpage for reference at https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources.

6. **Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101**

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

7. **System for Award Management (SAM.gov) and Universal Identifier Requirements**

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

8. **Reporting Requirements for Status of Real Property or Interest in Real Property**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

9. **Reporting on Lobbying**

a. Solely for the purposes of reporting on lobbying, "recipient" is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury's implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

d. Each "person" who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

   i. As defined in 31 U.S.C. § 1352(g)(3), the term "person"—includes an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit; but does not include an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

   ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

iii. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

   b) A change in the persons(s) influencing or attempting to influence; and/or

   c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

G FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

    a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

    b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;

    c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;

    d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015);

    e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and

    f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report

the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII), as defined in 2 C.F.R 200.1, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

H RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

   a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

   b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

   c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

   d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

   e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

   f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. **Access to Records**

   a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

   b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

   c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. **Access to the Recipient's Sites**

   a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

J AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the

appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

    a. The recipient receives less than $250,000 in federal awards per year;

    b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

    c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to $500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.

b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. Any transfer between the non-construction and construction budget lines;

vi. The use of funds to reimburse the recipient for pre-award costs;

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);

viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;

ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;

x. The commencement of any construction under the award;

xi. The purchase of equipment under the award;

xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and

xiii. The disposition of real property or equipment with a fair market value exceeding $5,000.

L AMENDMENTS AND CLOSEOUT

1. **Amendments**

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.

c. An amendment is required whenever Treasury and the recipient wish to:

i. Make a material change to the award scope of work;

ii. Extend the award period of performance;

iii. Increase or decrease the amount of funds on a RESTORE Act grant;

iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;

v. Change the approved cost-sharing or matching provided by the recipient; or

vi. Transfer funds between the construction and nonconstruction budget line items.

d. Requests for amendments must be submitted via GrantSolutions.gov, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;

e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:

i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;

ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or

transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. **Closeout**

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330.and Section Q of these terms and conditions

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient ‘s material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

iv. Audit requirements in 2 C.F.R. Part 200, Subpart F.

v. Property management and disposition requirements in 2 C.F. R. §§ 200.310 through 200.316.

vi. Records retention as required in 2 C.F.R. §§ 200.334 through 200.337.

i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M TERMINATION AND REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

   a. Impose additional Special Award Conditions such as:

      i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;

      ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report;

      iii. Requiring additional activity, project, or program monitoring;

      iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or

      v. Establishing additional actions that require prior approval;

   b. Temporarily withhold payments pending correction of the noncompliance;

   c. Disallow from this Award all or part of the cost of the activity or action not in compliance;

   d. Wholly or partly suspend or terminate this Award;

   e. Withhold additional Awards;

   f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or

   g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any

debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private

entities that provide public transportation; and

f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities**;**

c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency:

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q PROCUREMENT

1. **General Provisions**

a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327.

b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. **Solid Waste Disposal**

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

3. **Subawards**

a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. **Minority and Women-Owned Business Enterprises**

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

5. **Domestic Preference for Procurement**

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021).

R ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)

2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)

3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738

4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)

5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)

6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)

7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)

8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)

9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)

12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)

14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)

17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)

18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO

13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)

22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

24. Coral Reef Protection, EO 13089

25. Invasive Species, EO 13112

S REAL PROPERTY, CONSTRUCTION, EQUIPMENT AND SUPPLIES

1. **General Requirements**

   a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. **Real Property and Acquisition of Land and Land Interests**

   a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

   b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. **Compliance with State, Local and Federal Requirements**

   The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. **Title**

   a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

   b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

      i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and

      ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the

property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide the following as evidence of clear title to the property both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

   i. A copy of the easement deed or equivalent conveyance document; and

   ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

   i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and

   ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. **Permitting Requirements**

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. **Estimated Useful Life**

a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with the Treasury investment.

c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. **Recording the Federal Interest in the Real Property**

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury a title insurance (also known as title

policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by

exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters;

c. Terrorist acts; and

d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Commencement of Construction**

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract

price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those

published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:

i. Devices and systems:

1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or

2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and

ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") in all prime construction contracts in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to https://sam.gov/content/wage-determinations. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are required to pay wages to laborers and mechanics at

a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification.

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. 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. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) 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. The posters can be found at https://www.dol.gov/whd/programs/dbra/wh1321.htm.

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of $2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. **Contract Provision for Contracts in Excess of $100,000*:* Contract Work Hours and Safety Standards Act**. All contracts awarded by the recipient or subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. **These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a

clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement**: In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland "Anti-Kickback" Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Limitations on Political Activities of Employees**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **Drug-Free Workplace**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

9. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. **The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award,

and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

b) Procure a commercial sex act during the period of time that this Award is in effect; or

c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

1) Associated with performance under this Award; or

2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:

a) Associated with performance under this Award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient:

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to us under this Award.

iii. You must include the requirements of this section in any subaward you

make to a private entity.

d. *Definitions*. For purposes of this award term:

i. "Employee" means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or

2) A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. **Publications and Signage**

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

"This project was funded in whole or in part by grant [number] awarded by the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] program. The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of the U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of the Treasury."

Signage:

"This project was funded by a grant from the U.S. Department of the Treasury under the

RESTORE Act [Direct Component or Centers of Excellence Research Grants] Program."

13. **Copyright**

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

    i. When no longer needed for subaward or contract performance;

ii. Upon completion of the subrecipient or contractor employee's employment; or

iii. Upon subaward or contract completion or termination.

15. **Export Control**

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tier

transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

APPENDIX I: 2 C.F.R. PART 170, APPENDIX A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if -

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received -

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -

i. in the subrecipient's preceding fiscal year, the subrecipient received -

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and

subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

APPENDIX II: 2 C.F.R. PART 25, APPENDIX A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

   a. A foreign organization;

   b. A foreign public entity;

   c. A domestic for-profit organization; and

   d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

APPENDIX III: DAVIS-BACON AND RELATED ACTS REQUIREMENTS

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 C.F.R. 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 29 C.F.R. . § 5.5(a)(1)(iv); 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 29 C.F.R. .§ 5.1 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 29 C.F.R. . § 5.5, 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 Department of Treasury or 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, Treasury or the recipient 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 C.F.R. 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 recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 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 https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification 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 recipient, 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 29 C.F.R. § 5.5 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 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. 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 C.F.R. 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 29 C.F.R. . § 5.5.

(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 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, 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 C.F.R. 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 C.F.R. 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 C.F.R. part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. 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

C.F.R. 5.5(a)(1) through (10), 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 C.F.R. 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

APPENDIX IV: CONTRACT CLAUSES REQUIRED FOR CONTRACTS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(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 1 of 29 C.F.R.§ 5.5(b), 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 1 of 29 C.F.R. § 5.5(b), 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 1 of 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or 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 2 of 29 C.F.R. § 5.5(b).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) 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 paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

APPENDIX V: 41 C.F.R. § 60-1.4

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) 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.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) 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.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds
   The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.
2. Project Performance Reporting – GRANTS
   The Recipient must submit project performance reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance report is due on July 30th of each year, which is 30 calendar days after the end of the reporting period. Performance reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes section B.O1.C of the RESTORE Council Financial Assistance ST&C's dated August 2015, which states that performance reports are due with the same frequency as the financial reports.
3. Updates to the Observational Data Plan
   The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.
4. Update to the Data Management Plan
   The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct inaccuracies until all information is final. The first updated plan must include timeframes for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.
5. Observational Data Management and Delivery
   A. Data Sharing
   All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are

to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

B. Timeliness

Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extension or follow-on funding) whichever first occurs.

C. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of m were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

D. Failure to Share Data

Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on

the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll and Gregory, and Mayor Stimpson

Purpose and Scope of Project:

To make geotechnical studies & surveys for structural wall replacement at Sullivan and Langan Parks

Amount of Contract:

$46,650.00 combined

Funding Source

Project # Structural Wall Replacement @ Sullivan Park and Langan Park (consultant) PR-020-22/PR-020A-22

Discretionary Funds

Project String C0818 Sullivan Pk ($24,200.00) & C0817 Langan Pk ($22,450.00) (20002000-42200)

Contract Number:4281 (PR-020-22), 4282 (PR-020A-22)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-020-22/PR-020A-22 Structural Wall Replacement @ Sullivan Park and Langan Park (consultant)	Cover Memo	1/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/25/2023 - 2:16 PM
Capital	Rhodes, Brenda	Approved	1/25/2023 - 4:07 PM

Legal	Kern, Chris	Approved	1/26/2023 - 11:06 AM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:43 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll and 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 though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	BARTER & ASSOCIATES, INC.			
Project Name:	STRUCTURAL WALL REPLACEMENT			
Project Numbers:	PR-020-22	SULLIVAN PARK	$24,200.00	(C0818)
	PR-020A-22	LANGAN PARK	$22,450.00	(CO817)
Amount:	$46,650.00 COMBINED TOTAL			

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0818 – SULLIVAN PK-STRUCTURAL WALL REPLACE

CAPITAL PROJECT #: C0818 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-020-22

CONTRACT AMOUNT: $24,200.00

PROJECT DESCRIPTION: TO MAKE GEOTECHNICAL STUDIES & SURVEYS FOR STRUCTURAL WALL REPLACMENT AT SULLIVAN PARK (351 N CATHERINE ST).

VENDOR NAME: BARTER AND ASSOCIATES, INC.

VENDOR NUMBER: 21377

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X_ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/20/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0817 – LANGAN PK-STRUCTURAL WALL REPLACEME

CAPITAL PROJECT #: C0817 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-020A-22

CONTRACT AMOUNT: $22,450.00

PROJECT DESCRIPTION: TO MAKE GEOTECHNICAL STUDIES & SURVEYS FOR STRUCTURAL WALL REPLACEMENT AT LANGAN PARK (4901 ZEIGLER BLVD).

VENDOR NAME: BARTER AND ASSOCIATES, INC.

VENDOR NUMBER: 21377

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ **N** X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/20/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____ day of _____ 2023.

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

And the Consultant: Barter & Associates, Inc.
1614 Government Street
Mobile, Alabama 36604

City of Mobile Business License No.: 041260
Secretary of State Registration No.: 000-146-563

For the following Projects: Structural Wall Replacement –

Sullivan Park
351 North Catherine Street
Mobile, Alabama 36603

Langan Park
4901 Zeigler Boulevard
Mobile, Alabama 36608

Project Numbers: PR-020-22 – Sullivan Park (D2) - $24,200.00 (C0818)
PR-020A-22 – Langan Park (D7) - $22,450.00 (C0817)

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Forty-Six Thousand Six Hundred Fifty and 00/100 Dollars ($46,650.00) as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated August 4, 2022.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a

licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES:

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	Barter & Associates, Inc.
Address:	1614 Government Street, Mobile, Alabama 36604
Phone Number:	(251) 473-8354 / (251) 473-8356
Email address:	mbarter@barterse.com
Name:	Marc S. Barter, P.E., S.E., SECB
Engineer License No.:	12749

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations, or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 Indemnification: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 **STANDARD OF PERFORMANCE**: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant as outlined in Consultant's Proposal upon completion of the Work and receipt of Invoice for same.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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 Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

2. Limit of Liability: $3,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000	$1,000,000/$2,000,000 annual aggregate
2. Projects over $1,000,000	$2,000,000 annual aggregate

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE

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

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, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

Professional Errors and Omissions – If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. OPTION-If the Self-Insured Retention (SIR) EXCEEDS $10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Pollution Legal Liability – Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated August 4, 2022;
2. Secretary of State Business Entity Record;
3. E-Verify Documentation;
4. Certificate of Insurance with Endorsements; and
5. This Instrument (Agreement).

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon ten (10) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

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

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

7.1 NON-DISCRIMINATION

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power,

restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent 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 Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Barter & Associates, Inc.

Marc S. Barter
By Signature

Marc S. Barter, P.E., S.E., SECB
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marc S. Barter as President of Barter & Associates 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 9th day of January, 2023.

Cynthia H. Kelly
NOTARY PUBLIC
My Commission Expires:

CYNTHIA H. KELLY
My Commission Expires
September 18, 2023

END OF SECTION

BARTER & ASSOCIATES, INC.
Structural Engineers

August 4, 2022

Mr. Roger D. Washington Jr.
Architectural Engineering Department
City of Mobile
205 Government Street, Room 558
Mobile, AL 36602

RE: PR-020-22 Sullivan Community Center – Structural Retaining Wall Repairs and Site Drainage Modifications and Retaining Wall Reconstruction at Playhouse in the Park.

Dear Roger:

We are pleased to provide the following proposal for services related to the City of Mobile's retaining wall repairs at Sullivan Community Center and at the Playhouse in the Park. It is my understanding that the City of Mobile would like to pursue replacement of the existing retaining wall along the north side of the Sullivan Community Center property. In addition, the City would like to replace the retaining wall behind the Playhouse in the Park at Langan Park. Both projects will involve geotechnical studies, surveying, and civil site drainage design. Therefore, we have included in our proposal subcontracted services for a geotechnical engineer and a civil engineering firm.

Our services will include preparation of the land disturbance permit, completing the flood packet, the design and preparation of the construction documents as well as the administration of the construction contract inclusive of construction submittal reviews and eight (8) site visits. Application fees and similar out of pocket expenses are to be paid by the City of Mobile. As has been the case with our previous projects with the City, we will provide the contract drawings and technical specifications. Front end documents and bid advertisements will be provided by your office. This fee is based on both projects being designed, bid and the construction contract awarded to one contractor.

Our proposed fee for the project is as follows:

1. Geotechnical studies		$ 9,350
2. Surveying and Civil Engineering		$14,800
3. Structural Engineering Services and Coordination of the Design and Construction Services		$22,500
	Total Fee	**$46,650**

The fee distribution per facility shall be as follows:

Sullivan Park	$24,200
Langan Park	$22,450

Invoicing shall be at the completion of the project phases or monthly based on the percentage of completion of a given phase in accordance with the following table:

1. Completion of geotechnical studies and reports	$9.350
2. Completion of surveying	$3,800
3. Completion of construction documents	$22,400
4. Completion of the bid phase	$ 2,100
5. Completion of the construction phase	$ 9,000

Additional services not covered by this proposal shall be invoiced in accordance with the attached fee schedule.

As always, we appreciate the opportunity to assist the City of Mobile. If you have any questions regarding this proposal, please contact me.

Sincerely,

Marc S. Barter

Marc S. Barter, P.E., S.E., SECB

BARTER & ASSOCIATES, INC.
Structural Engineers

FEE SCHEDULE

Principal	$225.00/hr.
Sr. Project Manager	$175.00/hr.
Sr. Design Engineer P.E.	$160.00/hr.
Design Engineer P.E.	$135.00/hr.
Senior Engineer Inspector	$115.00/hr.
Engineer	$115.00/hr.
Engineer Technician	$ 100.00/hr.
CAD Draftsman II	$ 90.00/hr.
Clerical	$ 75.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Long Distance Telephone	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Digital Photographs	3.00/sheet
Automobile Expense	$ .60/mile

Alabama Secretary of State

Barter & Associates, Inc.	
Entity ID Number	000 - 146 - 563
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/05/1991
Registered Agent Name	BARTER, MARC S
Registered Office Street Address	1614 GOVERNMENT ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CONSULTING ENGINEERING BUSINESS
Capital Authorized	$25,000
Capital Paid In	$1,00
Incorporators	
Incorporator Name	BARTER, MARC S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	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 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/05/1991 Certificate of Formation 5 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Barter & Associates, Inc.

Marc S. Barter	**President**
Name (Please Type or Print)	Title
Signature	**06/11/2012**
	Date

E-Verify Employer Agent Alabama Department of Homeland Security

Sherry Galbreath	
Name (Please Type or Print)	Title
Electronically Signed	06/08/2012
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

Company Facility Address: 1614 Government St.
Mobile, AL 36604

County or Parish: MOBILE

Employer Identification Number: 631056567

North American Industry Classification Systems Code: 551

Administrator:

Number of Employees: 1 to 4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2022

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

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

PRODUCER	CONTACT NAME: Phyllis Constantino	
MEDALLION INSURANCE SERVICES 8145 Ardrey Kell Rd Suite 203 Charlotte NC 28277	PHONE (A/C, No, Ext): (704) 256-6000	FAX (A/C, No): (704) 256-6001
	E-MAIL ADDRESS: phyllis@medallioninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Underwriters	19917
INSURED Barter & Associates, Inc. 1614 Government Street Mobile AL 36604	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2222208303 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY CLAIMS-MADE			AEXNYABFTCG004	03/01/2022	03/01/2023	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 Name: Various City of Mobile Parks – Structural Retaining Wall
Project Number: PR-020-22

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BARTE-1 OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/19/2022

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

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

PRODUCER 251-450-0061 Burkholder Insurance, Inc. P.O. Box 81569 115 University Blvd. Mobile, AL 36689-1569 Paul Burkholder, III	CONTACT NAME: Carol Booth PHONE (A/C, No, Ext): 251-450-0061 FAX (A/C, No): 251-450-0624 E-MAIL ADDRESS: Carol Booth <carol@burkholderins.com>
INSURED Barter & Associates, Inc. 1614 Government St Mobile, AL 36604-1102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Frankenmuth Mutual Insurance — 13986 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ContractLiability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6655774	03/06/2022	03/06/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6655774	03/06/2022	03/06/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			6655775	03/06/2022	03/06/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6715162	05/10/2022	03/06/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project Name: Various City of Mobile Parks - Structural Retaining Wall
Project Number: PR-020-22
Endorsements 18203(11/18)& 09876(04/14) are available upon request.
Benefits for Workers Compensation Coverage are limited to the provisions of the Alabama Workers Compensation Law.

CERTIFICATE HOLDER MOBI123

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

Carol Booth

ACORD 25 (2016/03)

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In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against City of Mobile.

Project Name: Canal Street - Wall Repairs Southeast corner of Broad Street and Canal Street Southeast corner of Washington Avenue and Canal Street& Southside of Canal Street and near Westside of Washington Avenue, Mobile, Alabama 36602 Project # HI-029-19

Commercial Liability Plus

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

COVERAGE

1. Additional Insured Broad Form Vendors
2. Amendment of General Aggregate
3. Borrowed Equipment
4. Duties in the Event of Occurrence, Claim or Suit
5. Damage to Premises Rented to You
6. Health Care Services
7. Medical Payments
8. Mobile Equipment
9. Non-Owned Watercraft
10. Product Recall
11. Supplementary Payments
12. Transfer of Rights of Recovery Against Others To Us
13. Voluntary Property Damage
14. Water Damage Legal Liability

This endorsement is subject to the provisions of SECTION II -- LIABILITY, except as described below:

1. **Additional Insured Broad Form Vendors**

   Under Paragraph C., **Who Is An Insured,** the following is added:

   a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

   b. The insurance afforded the vendor does not apply to:

      (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

      (2) Any express warranty unauthorized by you;

      (3) Any physical or chemical change in the product made intentionally by the vendor;

      (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

      (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

      (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

      (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in any thing or substance by or for the vendor.

   c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. **Amendment -- Aggregate Limits of Insurance**

   a. The Aggregate Limits under Paragraph D.4., apply separately to each of your:

      (1) Projects away from premises owned by or rented to you; and

      (2) "Locations" owned by or rented to you.

      "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. **Borrowed Equipment**

   a. Exclusion B.1.k. is amended as follows:

      Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

   b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

4. **Duties in the Event of Occurrence, Offense, Claim or Suit**

   a. The requirement in Paragraph E.2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership; or

      (3) An executive officer or insurance manager, if you are a corporation.

   b. The requirement in Paragraph E.2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership; or

      (3) An executive officer or insurance manager, if you are a corporation.

5. **Damage to Premises Rented to You**

   a. The word "fire" is amended to "fire, lightning or explosion" where it appears in Paragraph D.3.

   b. The last paragraph of B.1., Exclusions Applicable To Business Liability Coverage is replaced by the following:

      Exclusions a., d., e., f., g., h., i., k., l., m., n. and o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented to You Limit of Insurance applies to this coverage as described in Paragraph D. Liability and Medical Expenses Limit of Insurance in Section II -- Liability.

   c. The Damage to Premises Rented to You limit of insurance is the higher of:

      (1) $500,000; or

      (2) The amount shown in the Declarations for Damage to Premises Rented to You.

   This provision 5. does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Businessowners Coverage Form or by endorsement.

6. **Health Care Services**

   a. The definition of "bodily injury" in Paragraph F. is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

   b. Paragraph 2.a.(1)(d) of WHO IS AN INURED does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

   c. Paragraph B.1.e.(1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

   d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

7. **Medical Payments**

   a. In Paragraph A.2.a.(3)(b), "one year" is changed to "three years."

b. The Medical Expense Limit in Paragraph D.2. is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE. The new Medical Expense Limit is an additional $5,000 in excess of Medical Expense Limit provided by the Coverage Part.

c. This provision 7. does not apply if MEDICAL PAYMENTS is excluded either by the provisions of the Businessowners Coverage Form or by endorsement.

d. This provision 7. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

8. **Mobile Equipment**

Under the DEFINITIONS section, Paragraph f.(1)(a), (b) and (c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

9. **Non-Owned Watercraft**

a. This provision 9. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.

b. This provision 9. does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision 9. does not provide any insurance.

10. **Product Recall**

a. **Coverage**

(1) We will pay for "product recall expense" which you incur as a result of an "incident".

(2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.

b. **Exclusions**

This insurance does not apply to "product recall expense" incurred as a result of:

(1) A retail or service operation.

(2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.

(3) Any product or batch of products known to be defective.

(4) Any product distributed after the determination that a recall was necessary for that product.

(5) The failure of any product to accomplish its intended purpose.

(6) Any breach of warranty.

(7) The recall of any product solely because the product exceeded its shelf life or became obsolete.

(8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.

(9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.

(10) Any redistribution or replacement of a recalled product by a like or substitute product.

(11) An "incident":

(a) Arising out of an organization you newly acquire or form; and

(b) That occurred before you acquired or formed the organization.

c. **Deductible**

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of $500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

d. **Participation Percentage**

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

e. **Limit of Insurance**

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is $50,000.

f. **Conditions**

(1) **Duties in the Event of an "Incident"**

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

(a) Notify us promptly in writing;

(b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;

(c) Cooperate with us in the investigation and settlement of the claim;

(d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;

(e) Permit us to view your books and records for the purpose of determining the extent of the loss.

(2) **Abandonment**

There can be no abandonment of property to us.

g. **Definitions**

(1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.

(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

(a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;

(b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;

(c) Wages paid to your temporary employees;

(d) Wages paid to your regular employees, other than your salaried employees, for overtime work;

(e) Travel expenses incurred by you or your employees;

(f) Rental and utility expenses incurred by you for temporary storage facilities;

(g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;

(h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

(a) Any goods or products other than real property, manufactured, sold, handled, or distributed by:

(i) You;

(ii) Others trading under your name; or

(iii) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

h. Paragraph B.1.o. does not apply to the coverage provided by this endorsement.

11. **Supplementary Payments**

Paragraph A.1.f. is amended as follows:

a. The limit for the cost of bail bonds is amended from $250 to $2,500; and

b. The limit for loss of earnings is changed from $250 a day to $500 a day.

12. **Transfer of Rights of Recovery Against Others To Us**

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

13. **Voluntary Property Damage**

a. Exclusion k.(4) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.

b. Exclusions k.(5) and k.(6) do not apply to the first $5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.

c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of $5,000 for each "occurrence" and a $250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.

d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 13.

e. The Limit of Liability applicable to this Voluntary Property Damage provision 13. is as follows:

Limit of Liability:

$5,000 Each "Occurrence"

$10,000 Aggregate

"Aggregate limit", as used in this provision 13., refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

14. **Water Damage Legal Liability**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is $50.000.

b. Coverage for Water Damage Legal Liability does not apply to:

(1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(2) "Property damage" caused by or resulting from any of the following:

(a) Wear and tear;

(b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(c) Smog or smoke;

(d) Settling, cracking, shrinking or expansion;

(e) Insects, birds, rodents or other animals; or

(f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;

(b) Volcanic eruption, explosion or effusion;

(c) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(d) Mudslide or mudflow;

(e) Water that backs up or overflows or is otherwise discharged from a sewer or drain, sump, sump pump or related equipment; or

(f) Water under the ground surface pressing on, or flowing or seeping through:

(i) Foundations, walls, floors or paved surfaces;

(ii) Basements, whether paved or not; or

(iii) Doors, windows or other openings.

(4) "Property damage" caused by or resulting from any of the following:

(a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:

(i) You make a reasonable effort to maintain heat in the building or structure; or

(ii) You drain the equipment and shut off the water supply if the heat is not maintained.

(5) "Property damage" to:

(a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (INCLUDING PRODUCTS-COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) for whom you are performing operations or have performed operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured

b. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

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

2. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide full architectural & engineering services for new Parking Facility at the Mobile Civic Center.

Amount of Contract:

$850,000.00

Funding Source

Project # Mobile Civic Center - Professional Design Services for new Parking Facility CC-085-22 — **Discretionary Funds**

Project String C0826 Civic Center-New Parking Facility (20002000-42200) — **Contract Number:**4292

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CC-085-22 Mobile Civic Center - Professional Design Services for new Parking Facility	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/26/2023 - 10:15 AM
Capital	Rhodes, Brenda	Approved	1/26/2023 - 10:56 AM
Legal	Kern, Chris	Approved	1/26/2023 -

Mayors Office	Montgomery, Brandi	Approved	11:12 AM 1/26/2023 - 2:44 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	EVAN TERRY ASSOCIATES, LLC
Project Name:	MOBILE CIVIC CENTER – NEW PARKING FACILITY
Project Number:	CC-085-22
Amount:	$850,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0826 / CIVIC CENTER-NEW PARKING FACILITY

CAPITAL PROJECT #: C0826 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-085-22

CONTRACT AMOUNT: $850,000.00

PROJECT DESCRIPTION: TO PROVIDE FULL ARCHITECTURAL & ENGINEERING SERVICES FOR NEW PARKING FACILITY AT THE MOBILE CIVIC CENTER (401 CIVIC CENTER DRIVE).

VENDOR NAME: EVAN TERRY ASSOCIATES LLC

VENDOR NUMBER: 298244

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/26/2023

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

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

Evan Terry Associates, LLC
1 Perimeter Park South, Suite 200S
Birmingham, Alabama 35243

City of Mobile Business License No.: 123534
Secretary of State Registration No.: 000-101-604

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

Mobile Civic Center - Professional Design Services for Parking Facility
401 Civic Center Drive
Mobile, Alabama 36602
CC-085-22

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1733126767)

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated December 9, 2022

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For full Architectural and Engineering Services for a new parking deck as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated Construction Budget: $28,000,000- $30,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Thirty percent (30%), sixty percent (60%) and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of Written Notice to Proceed

.3 Substantial Completion date or dates:

Within one hundred twenty (120) days from the Notice to Proceed

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1

TBD

.2

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)
Neil H. King, Jr., AIA
Evan Terry Associates, LLC
One Perimeter Park South, Suite 200S
Birmingham, Alabama 35243

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Structural Engineering

.2 MechanicalPlumbing Engineer and Fire Protection:

TBA Bernhard TME

.3 Civil Engineer :

TBA Engineering Design Group

(Paragraphs deleted)
.4 Electrical Engineering

TBA Hyed Engineering

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 **Comprehensive General Liability Insurance:**

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

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

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

3. **Automobile Liability Insurance:**

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

4. **Excess/Umbrella Liability Insurance**

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

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5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

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

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)Eight Hundred Fifty Thousand and 00/100 Dollars ($850,000.00)

.2 Percentage Basis
(Insert percentage value)

N/A

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.3 Other
(Describe the method of compensation)

A. Basic Services Stipulated Sum $850,000.00
B. Reimbursable Expenses: not to exceed $
C. Total Compensation: not to exceed $850,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twelve and a half	percent (12.5 %)
Design Development Phase	fifteen	percent (15 %)
Construction Documents Phase	fifty	percent (50 %)
Procurement Phase	two and a half	percent (2.5 %)
Construction Phase	twenty	percent (20 %)
Total Basic Compensation	one hundred	percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

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Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's Certificate of Insurance with Endorsements
- d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Legal Name of Party to Contract:
CONSULTANT: Evan Terry Associates, LLC

OWNER *(Signature)*

ARCHITECT *(Signature)*

NEIL H. KING, JR.
President/C.O.O.
(Printed name, title, and license number, if required)
ALABAMA # 3069

William S. Stimpson, Mayor
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF SAINT CLAIR

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Neil H. King Jr as President/COO of EVAN TERRY ASSOCIATES, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of President.
Sworn to and subscribed for me this 12th day of JANUARY, 2023.

NOTARY PUBLIC
My Commission Expires: 4/3/2023

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Evan Terry Associates

Revised December 16, 2022
December 9, 2022

Mr. Gregg S. Blaize
Capital Improvement Project Manager
CITY OF MOBILE
Mobile, Alabama

RE: MOBILE PARKING DECK
Design Services Proposal
City Project Number CC-085-22
ETA Number P22-010

Dear Mr. Blaize:

Evan Terry Associates requests you consider this letter the basis for our proposal to provide full Architectural and Engineering Services for the new Mobile Parking Deck.

Project Scope

1. The new parking deck will include approximately 1,000 cars.
2. The new deck will be located in the existing parking lot of the Mobile Civic Center complex.
3. The building site is located adjacent to Claiborne Street and will be the primary entrance to the parking deck.
4. The Design Team and the Owner will evaluate the structural frame for the building, which will be either precast concrete or cast-in-place.
5. The parking deck is part of a larger development and appropriate tie-in coordination is included as a part of this proposal.
6. The Owner has suggested an accelerated schedule in the Design and completion of Construction Documents and would like to bid the project in the summer of 2023.
7. The project will involve canopy connections and pedestrian walkways to the adjoining development.

The services provided under this Agreement will include, but are not limited to, the following:

Civil Engineering

1. Preparation of a Site Demolition and Erosion Control Plan.
2. Site Layout Plan with horizontal and vertical controls.
3. Site Grading and Drainage Plan with the goal of sheet drainage.
4. Utility Plans including storm water, power distribution, domestic water, fire protection water, and telecommunications.
5. Erosion Control Plan.
6. Landscape Plan.
7. Necessary Design and Construction observation visits and meetings.

Architectural

1. Functional Layout Plan.
2. Exterior Design Studies to determine material and aesthetic appearance.
3. Full Architectural Drawings for bidding and construction.
4. Coordination of all Design Team members.
5. All meetings with the Owner, Owner's consultants, and Design Team during Design and Construction.
6. Bidding Document distribution, interpretations, receipt of Bids, evaluations and recommendations.
7. Full Construction Administration Services.

Structural Engineering

1. Full Structural Engineering including foundation, structural frame, and all skin connections.
2. Review meetings during document development.
3. Construction observation Shop Drawing review.
4. Construction observation site visits.

Mechanical/Plumbing Engineering

1. Roof drainage system design.
2. Deck drainage system design.
3. Dry Fire Protection Standpipe design.

4. Domestic water distribution.
5. Electrical and Data Room conditioning.
6. Connection of all systems to the Public Utilities.
7. Construction observation visits.

Electrical Engineering

1. Primary electrical service and distribution.
2. Coordination with Public Utilities for service entrance.
3. Interior and exterior lighting design.
4. Power plan and power distribution.
5. Fire Alarm System design.
6. Low voltage including voice/data, security system, parking controls and all related wiring determinations.
7. Construction observation visits.

Consultants proposed for this project include the following:

Civil Engineering	Engineering Design Group
Structural Engineering	MBA Structural Engineers
Mechanical, Plumbing and Fire Protection	Bernhard TME
Electrical Engineering	Hyde Engineering

Owner-Provided Information

1. Topographic Survey - The Design Team will receive from the Owner an up-to-date Topographic and Boundary Survey. The Design Team will assist the Owner in the preparation of documents for the Owner to solicit proposals to include the area identified in the project scope.
2. Geotechnical Information - The Owner will provide a Subsurface Geotechnical Report. Once the footprint of the building has been established, the Design Team will prepare a set of documents suitable for solicitation from subsurface geotechnical companies. This will allow the Owner to obtain multiple proposals. We will assist in the distribution, review, evaluation, and recommendation.

Fee Proposal

The form of agreement between Owner and Architect will be the American Institute of Architects Document AIA B151 or similar document.

Billing for Professional Services shall be invoiced on a monthly basis based on percent complete. The Professional Services breakdown is as follows:

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Bidding and Negotiations	5%
Construction Administration	20%
Total	100%

Evan Terry Associates has designed and bid two parking decks similar in scope and size in 2022. Based on review of the contracts for these two projects, we would estimate the construction cost to be between $28 and $30 million.

The fee for Professional Services as requested in the RFQ as a Lump Sum is $850,000.

Evan Terry Associates and our Design Team are ready to begin working with City in developing this project. Should you have any questions or additional information, please to not hesitate to contact me directly.

Sincerely,

EVAN TERRY ASSOCIATES, LLC

Neil H. King, Jr, AIA
President/COO

NHKjr:md

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Evan Terry Associates, LLC
Address	One Perimeter Park South Suite 200s Birmingham, Alabama 35243
Telephone	205-972-9100
E-Mail	nking@evanterry.com

RFP/RFQ Solicitation Number	CC-085-22
Project Description	PROFESSIONAL DESIGN SERVICES FOR PARKING DECK FACILITY
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Neil H. King Jr.

Signature: _____ Date: 10/26/2022

Title: President / COO

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: Neil H. King Jr. Title: President / COO

E-mail:_ Phone: nking@evanterry.com 205-972-9100

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # CC-085-22 Your Bid/Proposal Amount $ TBD Date: 10 / 31 / 22

Description Professional Services / Architecture / Engineering

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
MBA STRUCTURAL ENG.		STRUCTURAL ENGINEERING	TBD	30	Y	
HYDE ENGINEERING		ELECTRICAL ENGINEERING	TBD	6	Y	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Evan Terry Associates, LLC

Contact Person: Neil H. King Jr. Phone 205-972-9100 Email nking@evanterry.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
N/A		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
N/A		**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.
N/A		**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.
N/A		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
N/A		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
N/A		**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.

Y		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
N/A		**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.
N/A		**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.
N/A		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, 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.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ 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. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Evan Terry Associates, LLC	
Entity ID Number	000 - 101 - 604
Entity Type	Domestic Limited Liability Company
Principal Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Principal Mailing Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Status	Exists
Place of Formation	Jefferson County
Formation Date	01/01/1985
Registered Agent Name	KING, NEIL H JR
Registered Office Street Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Registered Office Mailing Address	ONE PERIMETER PARK SOUTH SUITE 200S BIRMINGHAM, AL 35243
Nature of Business	---

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015

Transactions

Transaction Date	01/19/1988
Registered Agent Changed From	* Added
Transaction Date	07/26/1988
Legal Name Changed From	Evan M. Terry Associates, P.C.
Transaction Date	12/30/2014
Legal Name Changed From	Evan Terry Associates, P.C.
Transaction Date	12/30/2014
Miscellaneous Filing Entry	Entity Conversion Effective 01-01-2015 13:00
Transaction Date	12/30/2014
Miscellaneous Filing Entry	CONVERSION FROM DPC FILED
Transaction Date	12/30/2014

Evan Terry Associates, LLC	
Registered Agent Changed From	TERRY, JAMES L 2129 MONTGOMERY HWY BIRMINGHAM, AL 35209

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/01/1985 Certificate of Formation 9 pgs.
Document Date / Type / Pages	01/19/1988 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/26/1988 Legal Name Change 5 pgs.
Document Date / Type / Pages	12/30/2014 Conversion 4 pgs.

New Search

Company ID Number: 537961

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 Evan Terry Assocaites, P.C.	
Neil King	
Name (Please Type or Print)	Title
Electronically Signed	**04/04/2012**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**04/04/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Evan Terry Assocaites, P.C.**
Company Facility Address:	**One Perimeter Park South**
	Suite 200S
	Birmingham, AL 35243
Company Alternate Address:	
County or Parish:	**JEFFERSON**
Employer Identification Number:	**63088835**

Company ID Number: 537961

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**James L Terry**		
Telephone Number:	**(205) 972 - 9100**	Fax Number:	**(205) 972 - 9110**
E-mail Address:	**jterry@evanterry.com**		
Name:	**Neil H King**		
Telephone Number:	**(205) 972 - 9100**	Fax Number:	**(205) 972 - 9110**
E-mail Address:	**nking@evanterry.com**		

EVANTER-01 PATRAFOUR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Evan Terry Associates, LLC 1 Perimeter Park S. Ste. 200S Birmingham, AL 35243	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Casualty Insurance Company — 29424 INSURER B : Hartford Fire Insurance Company — 19682 INSURER C : RLI Insurance — 13056 INSURER D : Beazley Insurance Company, Inc — 37540 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	21SBARS9505	4/24/2022	4/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	21UECHF6492	4/24/2022	4/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	21SBARS9505	4/24/2022	4/24/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	21WECAT3739	4/24/2022	4/24/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			RDP0046914	4/24/2022	4/24/2023	Each claim/Aggregate	2,000,000
D	Cyber Liability			W2595F180401	5/8/2022	5/8/2023	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project #CC-085-22, Mobile Civic Center - Professional Design Services for Parking Facility, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Waiver of Subrogation in favor of additional insureds in regard to Workers compensation policy when required by written contract, per policy terms and conditions. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WEC AT3739 **Endorsement Number:**
Effective Date: 04/24/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: EVAN TERRY ASSOCIATES, LLC
1 PERIMETER PARK S STE 200S
BIRMINGHAM AL 35243

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**

   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**

   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

   To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**

   Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**

   Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

   (d) Arising out of his or her providing or failing to provide professional health care services.

   If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:

   (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Chief Jeremy Lami, Mobile Fire Rescue Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), in the amount of $1,421,630.00 for the FY22 Assistance to Firefighters Grant Program. There is a 10% cost match requirement ($142,163.00), if awarded.

Funding Source

Project # Fire Match 5500 11140 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds 1,421,630.00 **Matching Funds** 142,163.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/23/2023 - 1:18 PM
Legal	Kern, Chris	Approved	1/23/2023 - 1:34 PM
Legal	Kern, Chris	Approved	1/23/2023 - 1:35 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:44 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), a Notice of Award for grant assistance in the amount of $1,421,630.00 for the FY 2022 Assistance to Firefighters Grant Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Homeland Security. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 10% matching funds in the amount of $142,163.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Shayla Beaco, Build Mobile

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Historical Commission in the amount of $13,600.80 for the FY23 Certified Local Government (CLG) Grant Program. There is a 60:40 match requirement for a total project cost of 22,668.00 ($13,600.80 grant funds and $9,067.20 cash match).

Funding Source

Project # 42200, 44020, 45070, 46010, 47020 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds $13,600.80 **Matching Funds** $9,067.20

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/23/2023 - 3:48 PM
Legal	Kern, Chris	Approved	1/23/2023 - 4:02 PM
Legal	Kern, Chris	Approved	1/23/2023 - 4:02 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:44 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive Historic Preservation grant funding from the U.S. Department of Interior through the Alabama Historical Commission in the amount of $13,600.80. Said funds are in support of the Certified Local Government (CLG) Grant Program for continued efforts in the digitization project by the Historic Development Office. There is a 60:40 match requirement bringing the total project cost to $22,668.00.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Interior and the Alabama Historical Commission. 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 commits to a local cash match in the amount of $9,067.20, if awarded.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson and Councilor Penn

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Action Plan PY2023-24 Resolution	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Rejected	1/26/2023 - 1:53 PM
Neighborhood Development	Cox, Shakeena	Approved	1/26/2023 - 1:20 PM
Neighborhood Development	Roberts, James	Approved	1/26/2023 - 2:35 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:45 PM

2023

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2023 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the first installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2023 through April 30, 2024, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

EXHIBIT 1

2023 Program Year Action Plan

PY 2023-2024 ACTION PLAN
PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs	HUD Category	
Administration (City of Mobile)	Administration	550,000
Section 108 Payment	Loan Repayment	220,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	919,786
Infrastructure and Facilities	Suitable Living	60,000
Residential Rehabilitation Loans	Decent Housing	100,000
Microenterprise Loan Program	Economic Opportunity	50,000
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,349,786

Community Development Block Grant (CDBG)

Public Services	HUD Category	
Proposed allocation in companion resolution	Public Services	40,000
Dearborn YMCA	Public Services	10,000
Dumas Wesley Community Center	Public Services	16,000
Legal Services of Alabama-Will Program	Public Services	50,000
Legal Services of Alabama-Fair Housing	Public Services	50,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	14,000
VIA Volunteer Guardian Program	Public Services	14,000
Intern Program in Coordination with Nonprofits	Public Services	20,000
United Methodist Inner City Mission	Public Services	45,000
Mobile Area Interfaith Conference	Public Services	36,400
SUBTOTAL – PUBLIC SERVICES		340,400

TOTAL ANTICIPATED CDBG FUNDING $ 3,690,186

Emergency Solutions Grant (ESG)

	HUD Category	
Administration (City of Mobile)	Administration	15,400
Legal Services of Alabama	Homeless Prevention	66,928
McKemie Place	Emergency Shelter	28,000
Family Promise	Emergency Shelter	30,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Salvation Army	Emergency Shelter	25,000

TOTAL ANTICIPATED ESG FUNDING $ 205,328

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers	HUD Category	
Administration (City of Mobile)	Administration	99,350
Homebuyer Activities–(TBD)	Decent Housing	200,000
Affordable Housing–Homebuyer/Rental Activities (TBD)	Decent Housing	694,517

TOTAL ANTICIPATED HOME FUNDING $ 993,507

SUMMARY: 2023-2024 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	**$ 3,690,186**
Emergency Solutions Grant (ESG)	**$205,328**
HOME Investment Partnership Program (HOME)	**$993,507**
GRAND TOTAL	**$ 4,889,021**

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Action Plan PY2023-24 Additional Resolution_Boys and Girls Club	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/26/2023 - 2:38 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:43 PM

2023

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2023 adds the below public service provider.

Public Services	**HUD Category**	
Boys and Girls Club of South Alabama	Public Services	40,000
SUBTOTAL – ADDITIONAL PUBLIC SERVICES		40,000

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing of the plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations as described.

A copy of the Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To approve the payout of settlement claim for Shaun L. Woods

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	1/26/2023 - 3:00 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 2:47 PM
Legal	Kern, Chris	Approved	1/26/2023 - 3:00 PM

2022

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the settlement agreement and release of claims to settle the claim for personal property loss of Shaun L. Wood suffered on June 7, 2022, when his vehicle was stuck by a vehicle owned by the City, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Submitted by:

Joseph Snowden, Administrative Services Dept.

Sponsored by:

Mayor Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/31/2023 - 9:53 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/31/2023

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 1:55 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1459 Montlimar Court
(east side of Montlimar Court, 477' ± north of Cottage Hill Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 31, 2023**, a public hearing will be held on the **7th day of March, 2023**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1459 Montlimar Court (east side of Montlimar Court, 477' ± north of Cottage Hill Road) from B-2, Neighborhood Business District, and B-3, ommunity Business District, to B-3, Community Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.80' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1,

ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 2nd day of February, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1459 Montlimar Court** (East side of Montlimar Court, 477'± North of Cottage Hill Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.80' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1, ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District,**

and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
1459 Montlimar Court
East side of Montlimar Court, 477'± North of Cottage Hill Road
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 5, 2023 considered the request of **Carol Joann Harder Trust (Carol Lloyd Harder, Agent)** for a change in zoning from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District** for the property located at **1459 Montlimar Court** (East side of Montlimar Court, 477'± North of Cottage Hill Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 9, 2023

Mark Wattier
Wattier Surveying
4321 Downtowner Loop North
Unit 201
Mobile, Alabama 36609

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on January 5, 2023, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **there is a manifest error in the Ordinance; and**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $331.80. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:
Margaret Pappas
Deputy Director of Planning and Zoning

HEATHER HAND
2040 BRADSHIRE DR.
MOBILE, AL 36695

1061
61-118/620
1261

1/20/23
Date

Pay to the Order of City of Mobile $ 331 80/100

Three hundred thirty three dollars & 80/100 Dollars

Photo Safe Deposit® Details on back

BBVA Compass Compass Bank Birmingham, AL

For 1459 Montlimar Ct SUB 002318-2022 CARDI Harder TRUST Heather Hand

⑆062001186⑆ 674257162711⑈ 1061

Harland Clarke

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

'22DEC7 2:34PM

City of Mobile · Planning & Zoning

Planning Commission Application

ZON-002318-2022

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Name _____ Email _____

Full Address (Street, City, State, Zip) _____ Phone _____

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carol Joann Harder Trust

Name _____ Name (other owners, optional) _____

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

1459 Montlimar Court; Mobile, AL 36609 — Property Address

R02-28-07-36-1-000-003.01 — Parcel Number

0.41 acre — Property Area (acres or square feet)

B-2 & B-3 — Present Zoning

B-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Carol Lloyd Harder — Applicant Signature

Dec 2, '22 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Carol Lloyd Harder — Applicant Signature

Dec 2, '22 — Date

ZON-002318-2022

Application Submission
Contact Information

Name of Project Harder Subdivision

Address 1459 Monlimar Court; Mobile, AL 36609

Owner Carol Joanne Harder Trust dated July 27, 2001

Address 2040 Bradshire Drive; Mobile, AL Zip Code 36695

Phone 707-508-6230 Fax _____ Email heatherlloydhand@gmail.com

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Wattier Surveying, Inc.

Address 4318 Downtowner Loop North; Suite H; Mobile, AL Zip Code 36609

Phone 251-342-2640 Fax _____ Email mark@wattiersurveying.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

_____

Signature Print

_____ _____

Date Affiliation to project/Organization

ZON-002318-2022

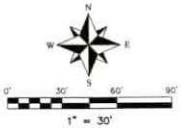
Narrative to Accompany Zoning Change Request
1459 Montlimar Court

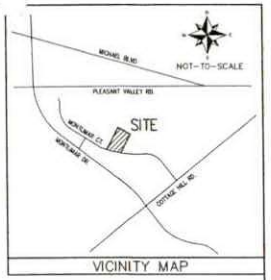
The subject property is located on the north side of Montlimar Court, a short distance from the intersection of Montlimar Drive and Cottage Hill Road.

Parcel No. R02-28-07-36-1-000-003.01
The southwest portion of Lot 1, Montlimar Commercial Subdivision, MB 18, PG 113

This application is being submitted to correct the current split zoning. The western 2/3 of the property is currently zoned B-3 while the eastern 1/3 is zoned B-2. There is no proposed change of use or change of improvements.

LDN-004619-2024





VICINITY MAP

LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CIRF	CAPPED REBAR FOUND (BSI)
CTF	CRIMP TOP PIPE FOUND
CMF	3"x3" CONCRETE MONUMENT FOUND
CRS	CAPPED REBAR SET
MBS	MINIMUM BUILDING SETBACK LINE
UP	UTILITY POLE W/ANCHOR
LP	LIGHT POLE
W	WATER METER
C	COMMUNICATION PEDESTAL
S	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEAN OUT
	HVAC UNIT
OHU	OVERHEAD UTILITIES LINE
OHE	OVERHEAD ELECTRIC LINE
OHC	OVERHEAD COMMUNICATION LINE
	CHAIN LINK FENCE

ACCEPTANCE OF OWNER

CAROL JOANNE HARDER TRUST DATED JULY 27, 2001

CAROL JOANNE HARDER – TRUSTEE

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT CAROL JOANNE HARDER, WHOSE NAME AS TRUSTEE OF THE CAROL JOANNE HARDER TRUST, THE OWNER, 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 THE WITHIN INSTRUMENT, SHE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

APPROVALS

MOBILE CITY PLANNING COMMISSION

SECRETARY DATE

MOBILE CITY ENGINEERING DEPARTMENT

CITY ENGINEER DATE

MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT

TRAFFIC ENGINEER DATE

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.86' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 180.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1, ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1 (R)	-----	451.08'	79.26'	S69°42'30"E	79.16'
C1 (A)	10°04'18"	451.08'	79.29'	S68°34'11"E	79.19'
C2 (R)	-----	451.08'	110.00'	-----	-----
C2 (A)	13°58'42"	451.08'	110.05'	N78°35'40"W	109.78'
C3 (R)	-----	451.08'	7.56'	-----	-----
C3 (A)	0°59'02"	451.08'	7.75'	S86°04'33"E	7.75'

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0542 L, DATED 06/05/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES. DIVIDE GRID DISTANCE BY SCALE FACTOR OF 0.99997847 TO DETERMINE GROUND DISTANCE.
4. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 19' 19" AT N 240612.655, E 1770016.550.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364

HARDER SUBDIVISION

SECTION 36, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

DECEMBER 1, 2022

LON-002316-2022

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4310 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-343-2640

LS NO. 22-1104, COMP FILE 3878, DWG NO. 45-2W-36-04

HARDER, CAROL JOANNE, TRUSTEE
CAROL JOANNE HARDER TRUST
2040 BRADSHIRE DRIVE
MOBILE, AL 36695

UNITED RENTALS REALTY LLC
C/O FISCHER & CO-URI LEASE ADMIN
GALLERIA NORTH TOWER II
13727 NOEL ROAD, SUITE 900
DALLAS, TX 75240

MAY, WILLIAM
14761 RIVA ROAD
CODEN, AL 36523

BRAUN, KAEN G
1371 MONTLIMAR DRIVE
MOBILE, AL 36609

STATE OF ALABAMA
PO BOX 1588
MOBILE, AL 36601

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

JANSSEN MARK S
30 JAPONICA AVE
MOBILE, AL 36606

AIRCHILD RONALD R & JOAN F &
ROBERT DARRYL
3718 COTTAGE HILL RD
MOBILE, AL 36609

BONE DARLENE E
7725 A THREE NOTCH RD
MOBILE, AL 36619

REALITY CHURCH
PO BOX 160582
MOBILE, AL 36616

CARWIE PROPERTIES INC
4175 GOVERNMENT BLVD
MOBILE, AL 36693

NEWMAN'S MEDICAL SERVICE INC
3500 COTTAGE HILL RD
MOBILE, AL 36609

BAKER HELEN
29755 SAINT BASIL ST
DAPHNE, AL 36526

Total 13

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT — Date: January 5, 2023

NAME	Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
SUBDIVISION NAME	Harder Subdivision
LOCATION	1459 Montlimar Court (East side of Montlimar Court, 477'± North of Cottage Hill Road).
CITY COUNCIL DISTRICT	District 5
PRESENT ZONING	B-2, Neighborhood Community District and B-3, Community Business District
PROPOSED ZONING	B-3, Community Business District
AREA OF PROPERTY	1 Lot / 0.4± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from B-2, Neighborhood Community District and B-3, Community Business District, to B-3, Community Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale,

bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #79) LOT A will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT A – 12,500 sf.
C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate

Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from B-2, Neighborhood Community District and B-3, Community Business District, to B-3, Community Business District.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.
Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site was originally approved as part of Lot 1, Montlimar Commercial Park, which was approved by the Planning Commission in 1966, and recorded in Probate Court. Since that time, the rear half of Lot 1 has been developed in conjunction with Lot 2, to the East. In 1988, a rezoning application was approved to rezone property to the West of the subject site from B-2, Neighborhood Business District to B-3, Community Business District. The legal description associated with this rezoning included a portion of the subject site, thus resulting in a split-zoned property.

The site fronts Montlimar Court, a minor street with curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedications necessary, if approved. The plat indicates the required 25-foot minimum building setback line along Montlimar Court, which should be retained, if approved.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *The subject property is located on the north side of Montlimar Court, a short distance from the intersection of Montlimar Drive and Cottage Hill Road.*

Parcel No. R02-28-07-36-1-000-003.01
The southwest portion of Lot 1, Montlimar Commercial Subdivision, MB 18, PG 113

This application is being submitted to correct the current split zoning. The western 2/3 of the property is currently zoned B-3 while the eastern 1/3 is zoned B-2. There is no proposed change of use or change of improvements.

The property is bounded to the East by B-2, Neighborhood Business District; to the West by B-3, Community Business District; to the South, across Montlimar Court, by B-1, Buffer Business District and B-3; and to the North, across Montlimar Canal, by I-1, Light Industry District and B-3.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the applicant states, the proposed one-lot Subdivision would result in a split-zoned lot, thus requiring the site to be rezoned. Furthermore, it seems that the 1988 rezoning ordinance contained an error, which resulted in this split-zoning. Therefore, approval of the rezoning request may be appropriate, and in keeping with the area.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the existing Montlimar Court right-of-way;
2) retention of the 25-foot minimum building setback line along Montlimar Court;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
1) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #79) LOT A will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT A – 12,500 sf. C) Add a*

note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. D) Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. E) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. F) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. G) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. H) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

4) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) compliance with the Urban Forestry comments*: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
6) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and,
7) completion of the Rezoning process prior signing the Final Plat.

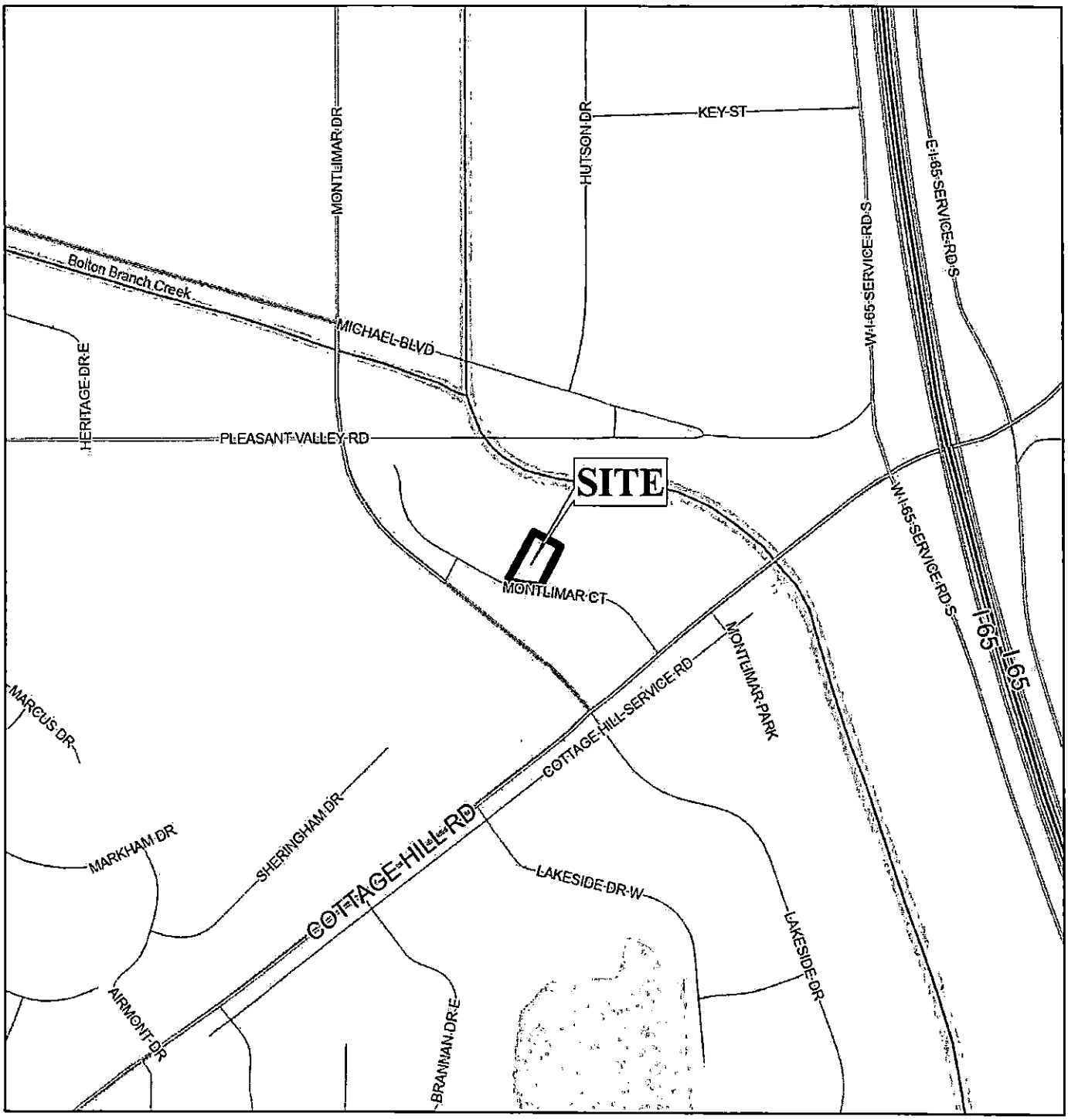
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) there is a manifest error in the Ordinance; and
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

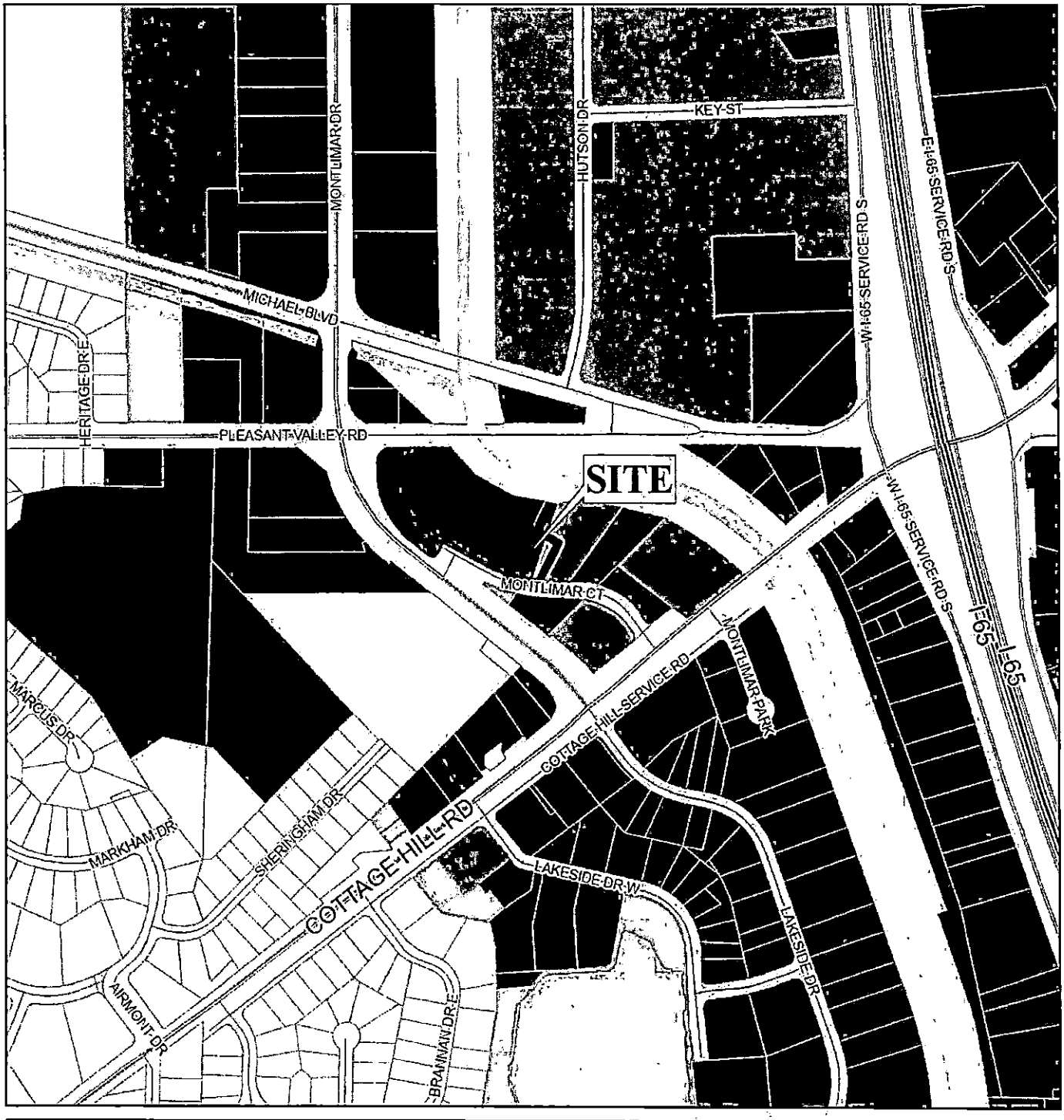
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

FLUM LOCATOR MAP

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

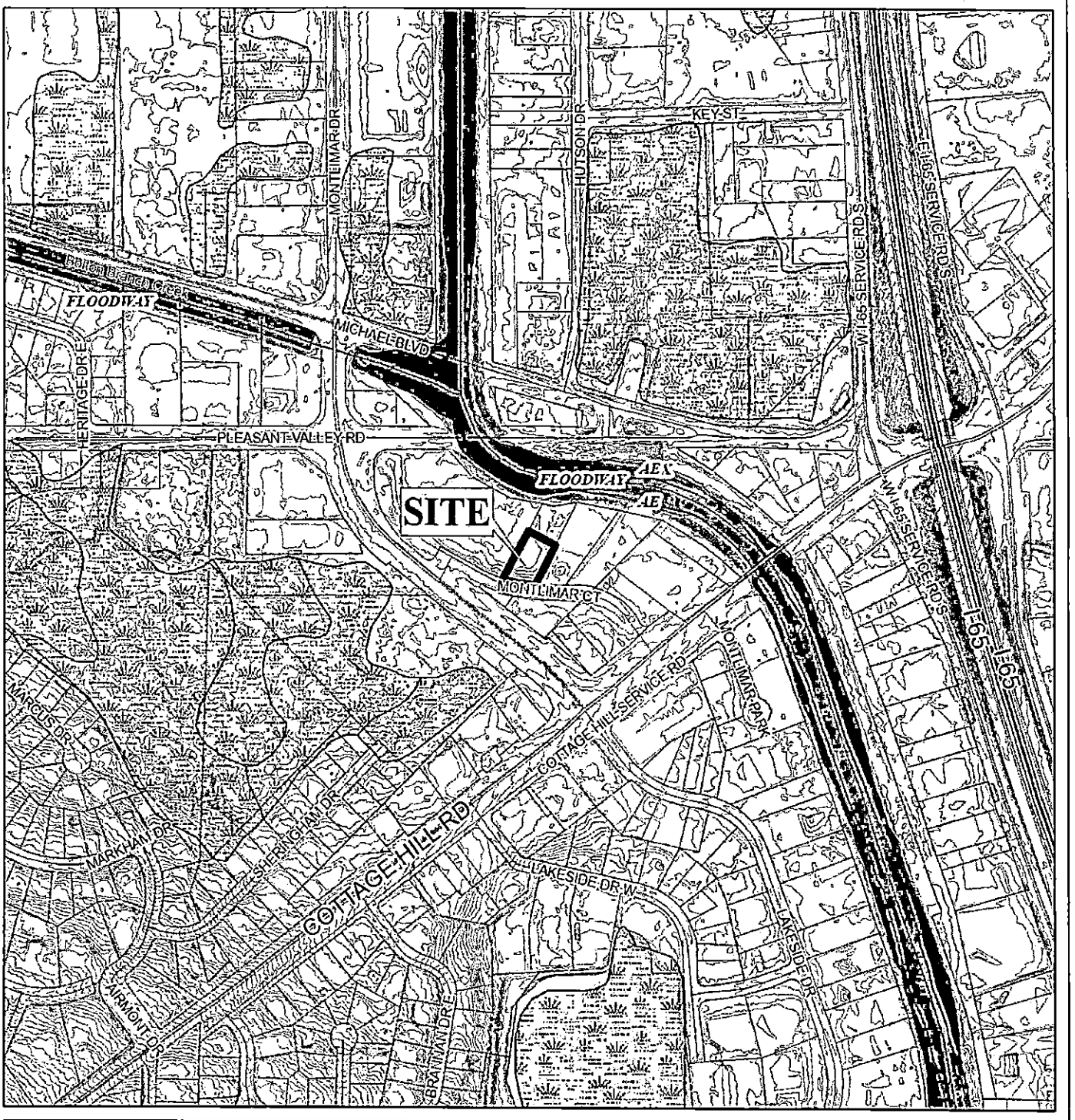
REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

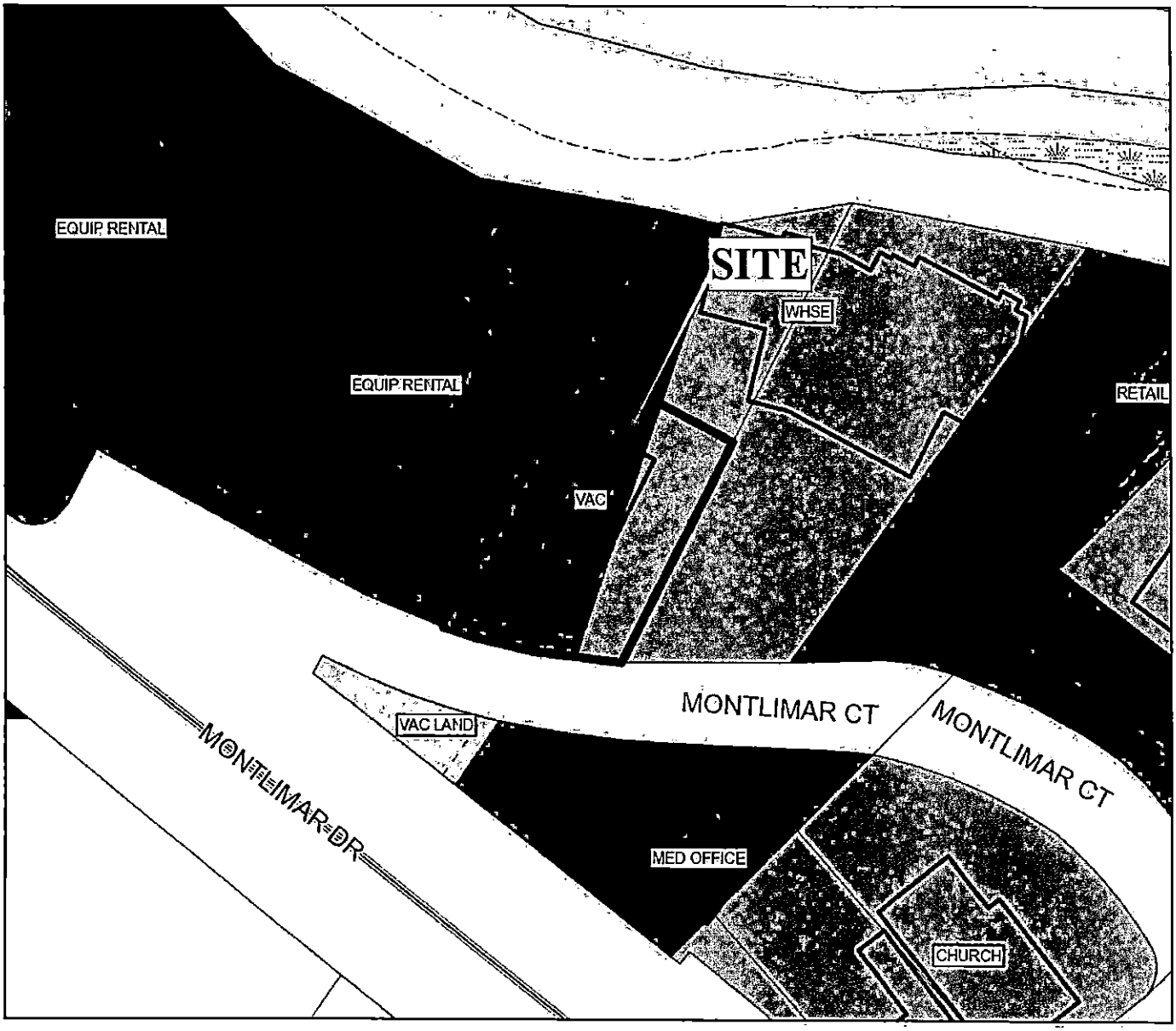
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

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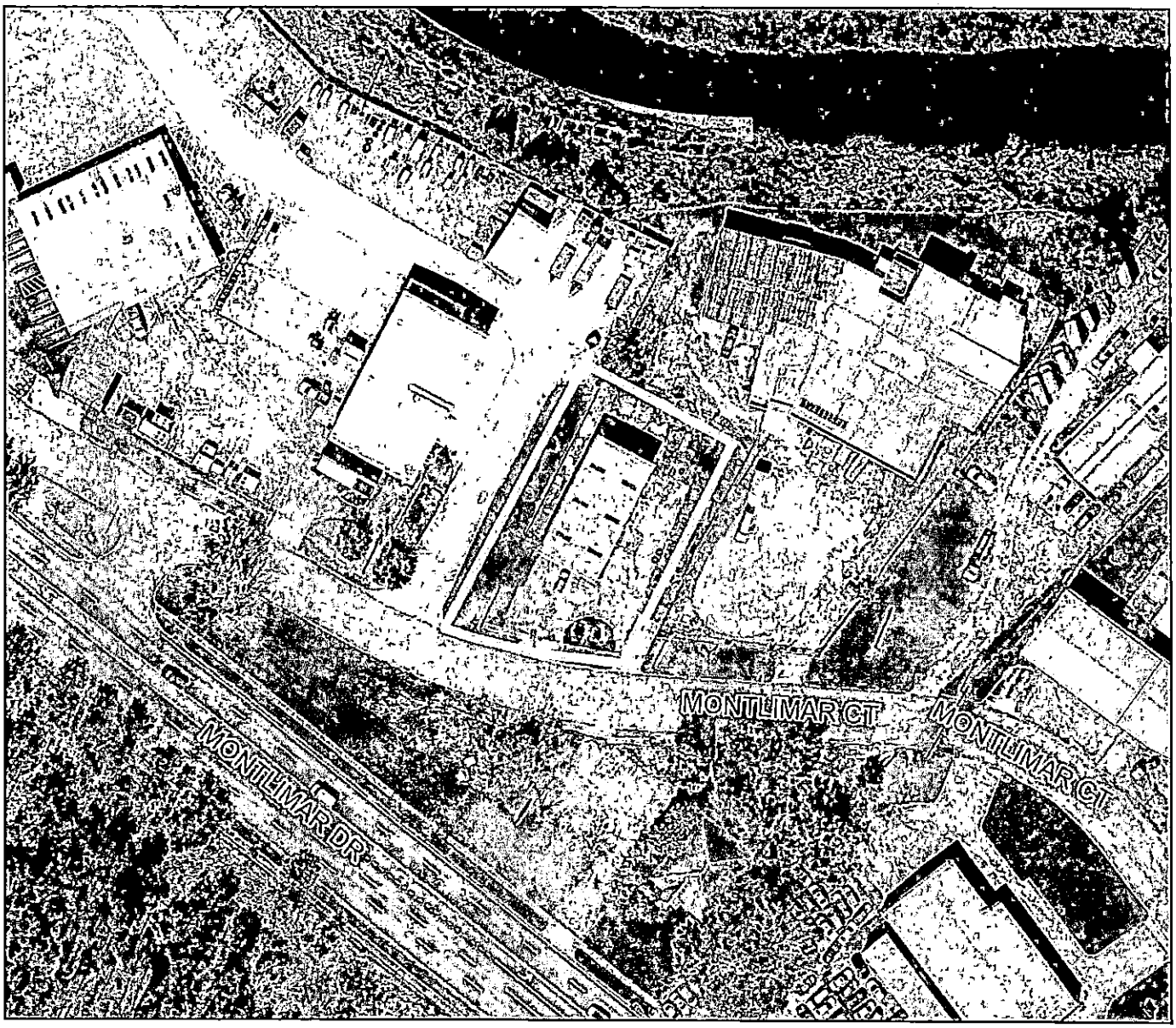
NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

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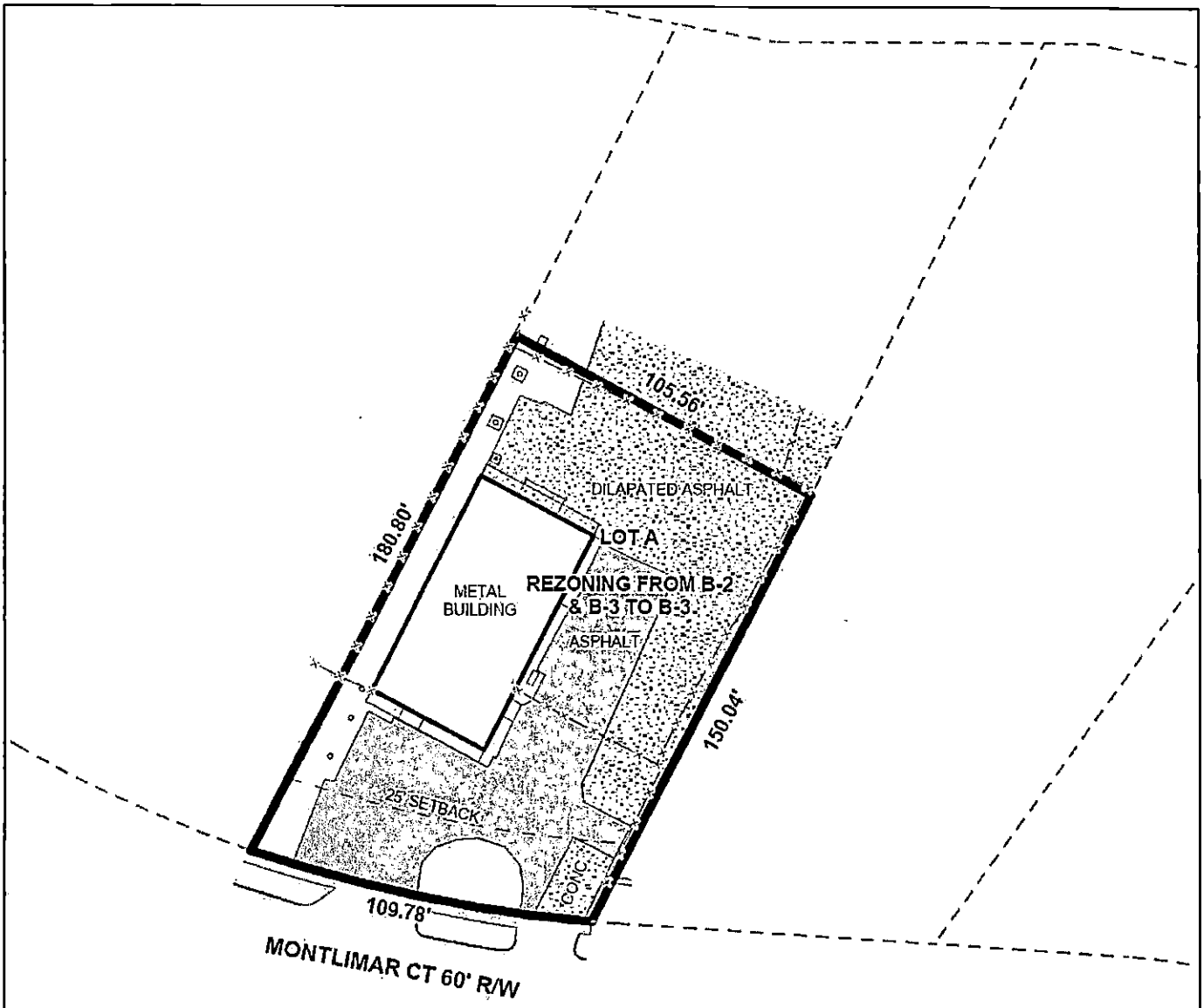
NTS

SITE PLAN



The site plan illustrates the existing building, asphalt, and setback.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

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NTS