AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 16, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **PUBLIC HEARINGS**
9. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

   Kent Blackinton - Provide an update on Mobile Area Lodging Association.

   Pastor Valenia Green - Concerns youth violence.

   Ollie McKinnis - Concerns about MPD not investigating the assault against him on December 27, 2023.

   John Carlton - Questions about the Shot Spotter Program.

   Timothy Hollis - Request the Council pardon municipal marijuana possession convictions and petition the State Delegation to decriminalize marijuana.

   Cleon Jones Sr. - Concerns about stopping the gun violence and gang activities.

10. **ORDINANCES HELD OVER**

    46-055 Amend Chapter 46, "Police Department and Law Enforcement", of the Mobile City Code (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Michael Linder, Council Attorney).

    46-059 Ordinance amending Chapter 46, "Police Department and Law

Enforcement", of the Mobile City Code (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

64-010 Rezone property located at 2201, 2223, and 2260 Halls Mill Road from R-1 and B-3 to B-5 (sponsored by Councilmember Small).

11. CIP RESOLUTIONS HELD OVER

09-032 Transfer funds from Capital Project District 4 Contingency Project to Grant Match Holding Account, for match requirement to identify restoration activities in the Dog River Watershed; $250,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

21-038 Authorize contract with Harris Contracting Services, Inc. for pickleball courts at Lavretta and Hillsdale Parks; $1,586,000.00 (sponsored by Councilmember Gina Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-039 Authorize contract with Sawgrass Consulting, LLC for 2024 CIP Resurfacing, Council Districts 1,2,3 &5; $539,070.00 (sponsored by Councilmembers Penn, Carroll, Small, & Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

12. RESOLUTIONS HELD OVER

14-1102 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

08-033 Approve purchase order to Butler Complete Services, LLC for clearing of drainage ditch from Eslava Creek Pkwy. to McVay Drive, S.; $405,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-034 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoe for Animal Services; $50,357.04 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-035 Approve purchase order to ProtecVideo, LLC for annual renewal of telemetry software for MPD Cyber; $210,415.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-036 Approve purchase order to STONS, Inc. for annual renewal of monday.com software for MPD Cyber; $52,668.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-037 Authorize contract for golf cart rentals for Azalea City Golf Course; NTE $275,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine,

Purchasing Dept.).

40-040 Authorize the purchase amendment of 4231 Shipyard Road; price reduced to $745,000.00 from $775,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

13. CONSENT RESOLUTIONS BEING INTRODUCED

31-042 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation for Rebuilding American Infrastructure with Sustainability & Equity; $5,000,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

58-043 Assess cost for removal of weeds, Group 1648.

60-044 Approve award of special bonus to the Public Works Employee of the Month; Boucher (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-045 Approve award of special bonus to the Firefighter of the Month; Blitch (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

60-046 Approve award of special bonus to the Officer of the Month; Russell (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-047 Determine an appropriation to 3 Circle Church, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-048 Determine an appropriation to Big Brothers Big Sisters of the Central Gulf Coast, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-049 Determine an appropriation to Hope Boxing Academy, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

14. CIP RESOLUTIONS BEING INTRODUCED

21-050 Authorize contract with Dorsey & Dorsey Engineering, Inc. for 2024 CIP resurfacing, Districts 6 & 7; $350,000.00 (sponsored by Councilmembers Woods & Gregory and Mayor Stimpson) (submitted by Nick Amber, Engineering Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-051 Approve purchase order to Buster Miles Ford for 2 Ford Escape SUVs

for Community Housing & Development; $59,370.84 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-052 Approve purchase order to Kitchen Equipment & Supply Co. for serving glasses and dishwasher racks for the Convention Center; $20,521.38 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-053 Approve purchase order to Shaw Contract Flooring Services, Inc. for 2 rakes and speed clean turf sweepers for Parks & Rec. Dept.; $28,122.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-054 Authorize contract with Minnikin Resources, Inc. for review and consultation of City boards and commissions; NTE $80,000.00 (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

21-055 Authorize amendment to contract with Mott MacDonald Architects, Inc. for the Africatown Welcome Center; $94,500.00; (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-056 Authorize contract with Michael Baker International, Inc. for 2024 MS4, Storm Water Management Professional Services; $395,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-057 Authorize contract with AACRC, Inc. for veterinarian services, supplies, and medicines for Animal Services Dept.; NTE $450,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Bryant, Animal Services Dept.).

21-058 Authorize contract for veterinary services with DVMIMS, PC, d/b/a Tillman's Corner Veterinary Hospital for veterinary services, supplies, and medicines for Animal Services Dept.; NTE $90,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Bryant, Animal Services Dept.).

21-059 Authorize contract with Industry Services Co., Inc. for fire training tower repairs; $21,500 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-060 Authorize contract with Kimley-Horn and Associates, Inc, for western Bayfront resurfacing; $227,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-061 Authorize Settlement Agreement and Release of Claims; Rita (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-062 Call for public hearing to consider the application of Y. U. Buy Experiences, LLC to operate a shuttle service (scheduled for January 30, 2024).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/11/2024 - 9:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Green	Cover Memo	1/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	1/11/2024 - 12:25 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 1/11/2024 1:16 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: VALENIA GREEN

Date To Address Council: 2024-01-16

Address: 603 Delaware Street

Email: valeniagreen@gmail.com

Phone: 2513228540

Subject And Specific Questions: The violence with the youth.

Pertain To City Business: The violence in the city.

Signature: Valenia Green

Signature Verify: X

Agree: X

Date Submitted: 2024-01-11 13:15:55

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	1/11/2024 - 12:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	1/11/2024 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	1/11/2024 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	1/11/2024 - 1:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
Councilmember Small

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	11/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/9/2023 - 1:07 PM

46-055 2023

AN ORDINANCE AMENDING CHAPTER 46, "POLICE DEPARTMENT AND LAW ENFORCEMENT", OF THE MOBILE CITY CODE

SPONSORED BY: COUNCIL PRESIDENT C. J. SMALL AND MAYOR WILLIAM S. STIMPSON

WHEREAS, the Alabama Legislature recently passed Acts 2023, No. 23-507, codified at ALA. CODE. §§ 36-21-210 – 214, setting forth a process governing the disclosure of Law Enforcement Agency Recordings; and

WHEREAS, the Mobile Police Department is the law enforcement agency established by and serving the City of Mobile; and

WHEREAS, the policy of the City of Mobile and the Mobile City Council is to be as transparent to the public as possible;

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

SECTION ONE: Chapter 46 of the Mobile City Code is hereby amended to add Section 46-10 titled "Law Enforcement Recordings" as follows:

(a) For purposes of law enforcement agency recordings within the meaning of sections 36-21-210 through 214 of the Alabama Code of 1975, it shall be the policy of the City of Mobile that any such recordings made by or in the custody of the Mobile Police Department shall be disclosed in response to any properly made request unless contrary to other applicable law.

(b) A written statement identifying the legal reason(s) for non-disclosure shall be given to the applicant where such a request is denied. Such legal reasons include: (i) applicability of the grand jury secrecy act; (ii) pendency of an active criminal investigation involving the recordings; or (iii) any other proper legal basis under the laws of Alabama and/or the United States for denying the request.

SECTION TWO: Miscellaneous.

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court

of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Michael Linder, Council Attorney

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
ordinance	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 1:58 PM

AN ORDINANCE AMENDING CHAPTER 46, "POLICE DEPARTMENT AND LAW ENFORCEMENT" OF THE MOBILE CITY CODE

SPONSORED BY: COUNCILMEMBER CORY PENN

WHEREAS "no-knock" and "pre-dawn" raids by law enforcement authorities are increasingly viewed as dangerous and require strict scrutiny; and

WHEREAS it is desirable that law enforcement no-knock raids and raids in pre-dawn hours only be conducted in circumstances warranting such an action for the safety of law enforcement officers and the citizens of Mobile; and

WHEREAS there is a need for the circumstances under which such raids are approved and occur to be clear;

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

SECTION ONE: Chapter 46 of the Mobile City Code is hereby amended to add Section 46-11 titled "No-Knock Search Warrants and Pre-Dawn Raids" as follows:

(a) Definitions.

(1) No-Knock Search Warrant: Any search warrant issued by a judge or magistrate and executed upon a premises that does not require those executing the warrant to knock and announce themselves and their purpose at the premises.

(2) Pre-Dawn Raid: Any pre-planned police action not in response to an emergency call, whether pursuant to a lawfully issued warrant or otherwise, carried out between midnight and dawn.

(b) Use of no-knock warrants banned; exceptions.

(1) No-Knock Warrants Banned. No law enforcement personnel employed by the City of Mobile shall seek, execute, or participate in the execution of a no-knock warrant at any location within the boundaries of the City of Mobile.

(2) Exceptions. No-knock warrants may be sought in limited circumstances where the Chief of Police and the Director of Public

Safety approve of same in writing and certify there is probable cause to believe (A) that entry to the premises at issue without a no-knock warrant poses a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

(c) Pre-dawn raids banned; exceptions.

(1) Pre-Dawn Raids. No law enforcement personnel employed by the City of Mobile shall authorize or perform a pre-dawn raid as defined in this section.

(2) Exceptions. A pre-dawn raid may be authorized if the Chief of Police and the Director of Public Safety approve of same in writing and certify there is probable cause to believe (A) that pre-dawn entry to the premises at issue is necessary to prevent a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

SECTION TWO: Miscellaneous.

(a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/7/2023 - 12:19 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 2201, 2223, and 2260 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 12, 2023, a public hearing will be held on the 9th day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2202, 2223, and 2260 Halls Mill Road from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office Distribution 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD

HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PORTION OF LOT 2, CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, MOBILE COUNTY PROBATE COURT RECORDS LYING NORTH OF THE EASTWARD PROJECTION OF THE NORTHERN BOUNDARY OF BLOCK 1 OF KARAGAN SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 201, MOBILE COUNTY PROBATE RECORDS, WHICH PROJECTED LINE RUNS FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID KARAGAN SUBDIVISION, SOUTH 73 DEGREES 25 MINUTES EAST FOR APPROXIMATELY 50.56 FEET.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. No access to Karagan Drive;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 20th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2201, 2223, & 2260 Halls Mill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District.** Under the proposed amendment to the Unified Development Code, 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-5** districts under the terms of the Unified Development Code of July 12, 2022, 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 Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1. No access to Karagan Drive; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

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AND

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PORTION OF LOT 2, CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, MOBILE COUNTY PROBATE COURT RECORDS LYING NORTH OF THE EASTWARD PROJECTION OF THE NORTHERN BOUNDARY OF BLOCK 1 OF KARAGAN SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 201, MOBILE COUNTY PROBATE RECORDS, WHICH PROJECTED LINE RUNS FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID KARAGAN SUBDIVISION, SOUTH 73 DEGREES 25 MINUTES EAST FOR APPROXIMATELY 50.56 FEET.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. No access to Karagan Drive; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
2201, 2223, & 2260 Halls Mill Road
Council District 3 C. J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 7, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 considered the request of **Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District** for the property located at **2201, 2223, & 2260 Halls Mill Road.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2023

J. Casey Pipes
Helmsing Leach, P.C.
150 Government Street
Suite 2000
Mobile, Alabama 36602

Re: 2201, 2223,0& 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC
(J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

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

At its meeting on November 16, 2023, the Planning Commission considered the above referenced application.

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

A) Compatibility. The proposed amendment is compatible with:
   - The current development trends, if any, in the vicinity of the subject property;
   - Surrounding land uses;
   - Would not adversely impact neighboring properties; or
   - Cause a loss in property values.

B) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
C) Change. Changed or changing conditions in the area make an amendment necessary and desirable.
D) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. No access to Karagan Drive;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $464.36. 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

The Re-Subdivision of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records will create two parcels:

Parcel A:

That portion of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records lying North of the eastward projection of the northern boundary of Block 1 of Karagan Subdivision as recorded in Map Book 8, Page 201, Mobile County Probate Records, which projected line runs from the Northeast corner of Lot 1, Block 1, of said Karagan Subdivision, South 73 Degrees 25 Minutes East for approximately 50.56 feet.

Parcel B:

That portion of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records lying South of the eastward projection of the northern boundary of Block 1 of Karagan Subdivision as recorded in Map Book 8, Page 201, Mobile County Probate Records, which projected line runs from the Northeast corner of Lot 1, Block 1, of said Karagan Subdivision, South 73 Degrees 25 Minutes East for approximately 50.56 feet.

Currently the land in Parcel A is zoned B-3, and the land in Parcel B is zoned R-1. The request is to rezone Parcel A to B-5, and to leave Parcel B as R-1. The subdivision would eliminate the split zoning.

LEGAL DESCRIPTIONS REVISED

Parcel No. 1: 2260 Halls Mill Road

Parcel Key: 00896267

Parcel ID: R022909510008033.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

- Parcel 1 was created prior to March 8, 1962, as evidenced by a submitted deed with a date preceding this date.
    - Deed Book 648; pgs 209-217 (Lease and Mortgage dated September 30, 1955)
    - Deed Book 676; pg 538 (Deed dated April 12, 1956)

Parcel No. 2: 2223 Halls Mill Road

Parcel No. 2 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 00896249

Parcel ID: R022909510008031.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

Parcel No. 3: 2201 Halls Mill Road

Parcel No. 3 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 01677411
Parcel ID: R022909510008001.000

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 4

Parcel No. 4 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 01508363
Parcel ID: R022909510008003.000

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 5

Parcel No. Parcel No. 5 is Lot 2 of the First Addition to the Cross Pond Subdivision, Map Book 78, Page. 26, as recorded on April 29, 1998.

Parcel Key: 02857698
Parcel ID: R022909510008026.001

LOT 2 CROSS POND SUBD 1ST ADD MBK 78 PG 26 #SEC 51 T4S R1W #MP29 09 51 0 008

For additional legal – see Alta Survey, attached.

MOBILE CITY PLANNING COMMISSION
October 20, 2023
PUBLIC HEARING NOTICE

Re: 2201, 2223, & 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 16, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5); 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 in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 15, 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
October 20, 2023
PUBLIC HEARING NOTICE

Re: 2201, 2223, & 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 16, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5); 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.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 15, 2023, to allow adequate time for the Commission members to review the information.

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

ZON-UDC-002697-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

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

	Applicant	Agent (If Applicable)
Name:	Legendary Investment Ventures/Dismuke Transport, LLC	J. Casey Pipes
Firm:		Helmsing Leach, P.C.
Phone:	229-347-7687	251-432-5521
Email:	adismuke@dismuketransportandrecovery.com	jcp@helmsinglaw.com
Address:		150 Government St., Ste 2000, Mobile, AL 36602

	Owner	Design Professional
Name:	R.M. Shackleford	
Firm:	Gulf Coast Truck & Equipment Co., Inc.	
Phone:	251-476-2744	
Email:		
Address:	2260 Halls Mill Road, Mobile, AL 36602	

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

2260, 2201, 2223, (no address) and (no address) Halls Mill Road — Property Address

34.5 Acres — Property Area (acres or square feet)

Key No. 00896267; 01677411; 00896249; 02857698; 01508363 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

B-5 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Keri Coumanis — Digitally signed by Keri Coumanis Date: 2023.10.16 10:36:38 -05'00' — Applicant or Agent Signature (if applicable)

10/16/2023 — Date

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

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

Keri Coumanis — Digitally signed by Keri Coumanis Date: 2023.10.16 10:34:20 -05'00' — Applicant or Agent Signature

10/16/2023 — Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Dismuke Transport, LLC: Mobile Site

Address: 951 US Hwy. 82 W., Suite B Leesburg, GA 31763

Owner: Gulf Coast Truck and Equipment Co., Inc.

Address: 2260 Halls Mill Road Mobile, AL Zip Code: 36606

Phone: (251) 476-2744 Fax: _____ Email: _____

Authorized Agent: J. Casey Pipes

Address: 150 Government St., Ste 2000, Mobile, AL Zip Code: 36602

Phone: 251-432-5521 Fax: _____ Email: jcp@helmsinglaw.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Signature

J. Casey Pipes

Print

10/15/2023

Date

Agent

Affiliation to project/Organization

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ Neighborhood Meeting documentation
- ☒ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The Halls Mill Road corridor has been identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." The applicant proposes to rezone the parcel from B-3 to B-5. B-5 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix."

The proposal aligns with a number of goals of the Map for Mobile. For more information, please see the Statement of Justification for Rezoning attached to this application.

Mixed Commercial Corridor	B-5
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☒ Yes ☐ No

If yes, describe the error

The mistake or error concerns the parcel located at 2260 Halls Mill Road (Parcel No. 022909510008033), which is split-zoned. The northwestern corner of the lot is zoned R-1, while the remainder is zoned B-3. This split-zoned parcel is a manifest error in the zoning map. The current use of this portion of the property is not R-1. As such, the zoning map should be corrected to match the remainder of the parcel. Also, it appears the parcel has been in commercial use since at least 1955. Given the parcel's location, at the corner of Halls Mill Road and Pleasant Valley, it cannot support residential development.

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning and future development of this site amounts to a significant economic investment in this neighborhood. This investment will provide stability to the built environment. Betterment is expected as well. If purchased, the new property owners intend to clean the site up. As a result, this proposal advances the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

Halls Mill Road was traditionally dominated by small businesses and served as a locally owned commercial corridor. This corridor has more recently been experiencing increased small-scale industrialization and broader regional investment interest. There is a need within the City for commercial sites possessing the physical area to serve a regional market. This site provides an opportunity to meet that need; and, the rezoning request is in keeping with the changing conditions Halls Mill Road is experiencing. For additional information, please see the Statement of Justification for Rezoning.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   This rezoning allows the current use on the property to continue. In addition, as discussed above, the Halls Mill Road corridor is transitioning from a declining, neighborhood-based commercial corridor to regionally-based small-scale industrial uses, warehousing and/or supply houses associated with other local industries. Rezoning this site aligns with this transition by allowing the uses on the property to continue, and supporting the addition of other uses, such as distribution and warehousing.

2. Describe the surrounding land uses.
   The uses surround the site vary. There are a number of commercial, retail and local industries along Halls Mill Road. To the east, the site is bordered by Eslava Creek. Across the creek, further east, there are single-family residences and a multi-family development. To the south, the site is bordered by commercial, light industrial and residential development.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   The site will continue to be used as it is today. Dismuke intends to use the current Gulf Coast Truck and Equipment offices to operate its auto hauling enterprise. Because of the similarity between the current use of the site and the proposed use of the site, no potential adverse impacts are foreseen.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The site is served by two driveways and local utilities. There is adequate infrastructure in place.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposed project, and rezoning, is directly related to the activities at the Port; specifically, the $60 million Roll On/Roll Off Automobile Terminal. Trucks, in close proximity, and designed to transport vehicles arriving at the Port's RO/RO terminal will be necessary to ensure future success of the Port's initiatives. The rezoning, by allowing trucks to continue to operate from this site, therefore, supports regional economic development efforts.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, R.M. SHACKEFORD, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Gulf Coast Truck & Equipment Company, a corporation for the property located within the city limits of Mobile, Alabama at 2260 Halls Mill Rd Mobile, AL 36606 AND 2223 HALLS MILL ROAD

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

Casey Pipes	
Designee (1)	Designee (2)
jcp@helmsinglaw.com	
Email	Email
251-432-5521	
Phone Number	Phone Number
RM Shackeford	9-11-23
Signature of Company Owner	Date

NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The site is currently the location of Gulf Coast Trucking where truck and trailer storage, warehousing, and trucking operations have been located for a number of years. The current owner desires to sell the property, and Legendary Investments d/b/a as Dismuke Transport, LLC currently has it under contract. The request is to rezone the parcels from B-3 to B-5 to essentially allow the current type of use to continue.

The rezoning request is necessary and justified by the fact that the table of uses under the new zoning code has changed from the old zoning code, and the rezoning is further necessary and justified by following conditions:

> **MANIFEST ERROR OR MISTAKE. Whether there was a mistake or error in the original zoning map;**
>
> **CHANGE IN CONDITIONS. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the zoning designation of the property necessary and desirable; and,**
>
> **INCREASE IN NEED FOR SITES FOR BUSINESS OR INDUSTRY. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.**

Halls Mill Road was traditionally dominated by small businesses and served as a locally owned commercial corridor. It has more recently been experiencing increased small-scale industrialization and broader regional investment interest. As the City's population has shifted further West, the corridor's proximity to Highway 90, to Downtown Mobile, and to both interstates, makes it an attractive location for regionally-based distributors, supply houses, and industries. it's the current conditions actually align consistently with this area's older, and more traditional type of land use, when it was Highway 90 and a route for interstate commerce.

The need for more commercial sites with the physical area to serve a regional market is another grounds for this rezoning application. The proposed use of this site for trucking and storage of port-related goods is directly linked to the economic development activities at the Port of Mobile and the opening of the Roll On / Roll Off Terminal. Though the potential buyer's use is not materially different than the current owner's use, a rezoning is necessary in order to allow

the continued use of the property to expand and to provide for additional uses on the parcel, such as warehouses.

The general character of the proposed use is in alignment with the Map for Mobile. The Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." According to the "Zoning District Correspondence Matrix" created by City staff, a B-5 zoning district is not inconsistent with the Mixed Commercial Corridor designation.

Further, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill and redevelopment" on a large parcel in an under-utilized commercial area. Map for Mobile, pg. 7. The proposal also aligns with the Map for Mobile's built environment goals by supporting redevelopment of an existing site with existing infrastructure, thereby minimizing sprawl and creating a mixed use center in a developed area. Map for Mobile, pgs. 37 and 38. The proposal supports economic development by providing an opportunity for greater access to jobs and employment centers in an underserved areas. Map for Mobile, p. 41. The proposal, a significant investment along Halls Mill Road, supports current and future small businesses and entrepreneurs to locate in underserved areas. Map for Mobile, p. 61.

Finally, the proposed use of the site is nearly identical to the historical and current use of the site, as well as that of the adjacent property owners. Many years ago, the site was used by Brown's Velvet Ice Cream Co., a New Orleans-based dairy, and housed a cold storage warehouse and delivery trucks. Likewise, the adjacent properties currently experience daily truck traffic and provide space for overnight truck storage.

An error in the zoning map also requires a rezoning. The parcel located at 2260 Halls Mill Road (Parcel No. 022909510008033) is split-zoned. The northwestern corner of the lot is zoned R-1, while the remainder of the parcel is zoned B-3. This parcel should not have been split-zoned and this is a manifest error in the zoning map. The current use of this portion of the property is not R-1 and the zoning map should be corrected to match the remainder of the parcel. Given the parcel's location at the corner of Halls Mill Road and Pleasant Valley, it cannot support residential development.

LEGAL DESCRIPTIONS

Parcel No. 1: 2260 Halls Mill Road

Parcel Key: 00896267

Parcel ID: R022909510008033.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

Parcel No. 2: 2223 Halls Mill Road

Parcel Key: 00896249

Parcel ID: R022909510008031.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

Parcel No. 3: 2201 Halls Mill Road

Parcel Key: 01677411
Parcel ID: R022909510008001.000

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 4

Parcel Key: 01508363

Parcel ID: R022909510008003.000

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

Parcel No. 5

Parcel Key: 02857698
Parcel ID: R022909510008026.001

LOT 2 CROSS POND SUBD 1ST ADD MBK 78 PG 26 #SEC 51 T4S R1W #MP29 09 51 0 008

For additional legal – see Alta Survey, attached.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☑ Dated Photograph(s) of the posted sign(s)
- ☑ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   The meeting will be held on October 24 at 5:30 p.m. Following the meeting, this form and the information requested above will be submitted to the City of Mobile planning staff.

2. What information was presented at the meeting?
   A map of the properties and information about the uses allowed in B-5, as well as B-3, will be presented.

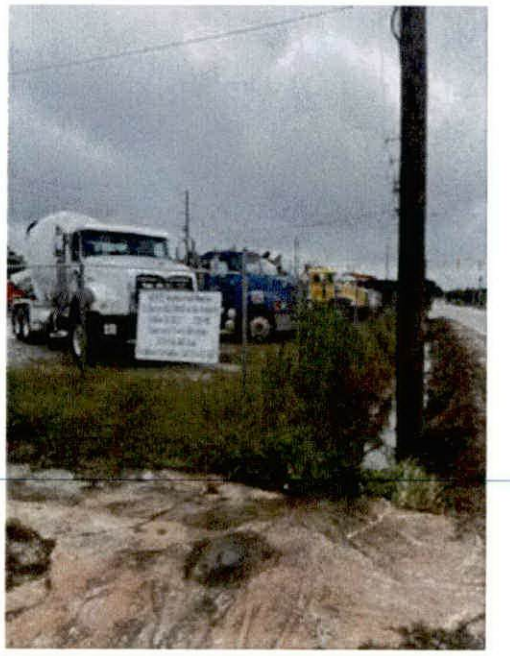
3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

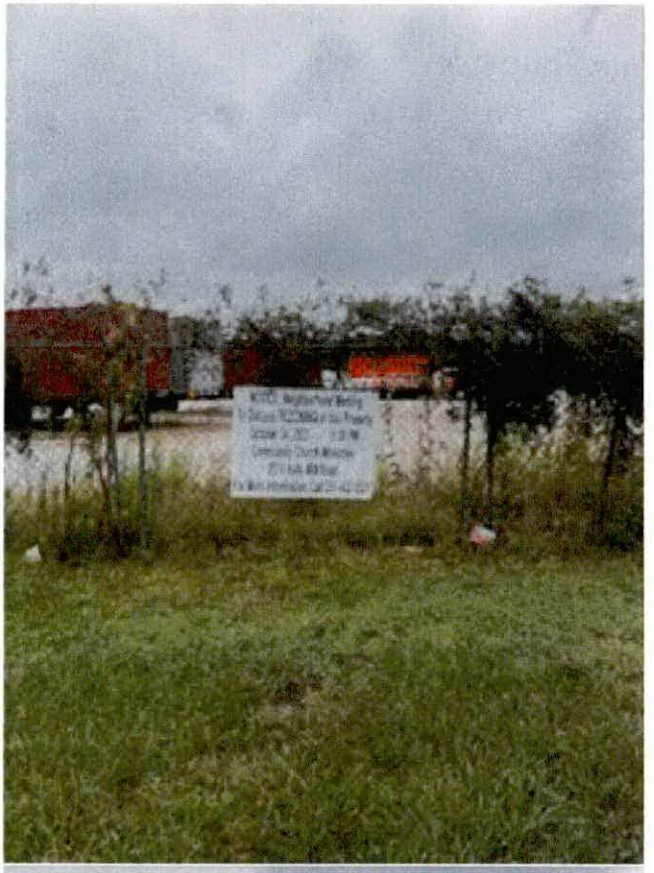
Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

2201, 2223, 2260 Halls Mill Road





Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023





Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023



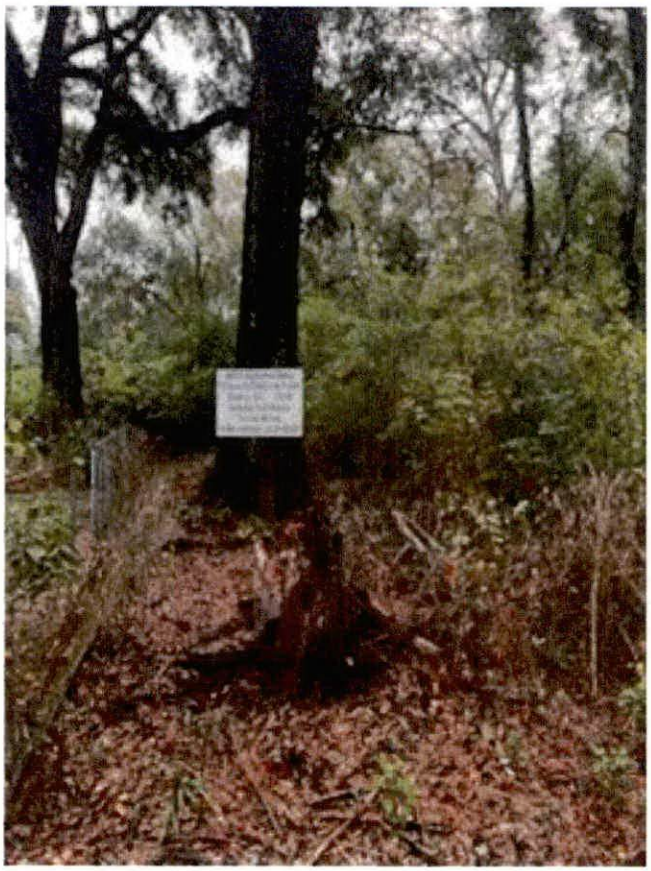
Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

Entrance to Parcel No: R022909510008026.001 (Halls Mill Road):



Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

Karagan Drive:



HELMSING LEACH
ATTORNEYS AT LAW

October 10, 2023

NEIGHBORHOOD MEETING NOTICE

Dear Property Owner:

We represent Dismuke Transport, LLC. Dismuke Transport is interested in purchasing the property located at 2201 and 2260 Halls Mill Road, and certain adjacent parcels. Please see the included map (next page).

This Property is currently owned by Gulf Coast Truck and Equipment Company, Inc. The Property is currently zoned B-3. Dismuke Transport is interested in rezoning the Property to B-5. This zoning change will allow Dismuke Transport to continue to use the Property as it is currently used and to add some additional uses, such as warehousing.

The Neighborhood Meeting will give us an opportunity to discuss the rezoning proposal with you in more detail.

You are invited to attend meeting on:

October 24, 2023
5:30 PM
Community Church Ministries
2514 Halls Mill Road
Mobile, AL 36606

The purpose of this meeting is to provide a forum for surrounding property owners to review the proposal and to identify issues so that they may be considered before the rezoning application is formally reviewed by the City Planning Commission. Please note this meeting will be an informational meeting on preliminary development plans. Plans may be altered.

We will attempt to answer questions which may be relevant to meeting development standards consistent with City of Mobile's Unified Development Code and the Map for Mobile.

At a later date, you will receive official notice from City concerning the Public Hearing. A Public Hearing is required to be held when any property is being rezoned. You may also participate in the Public Hearing by submitting written comments and/or

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com
Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

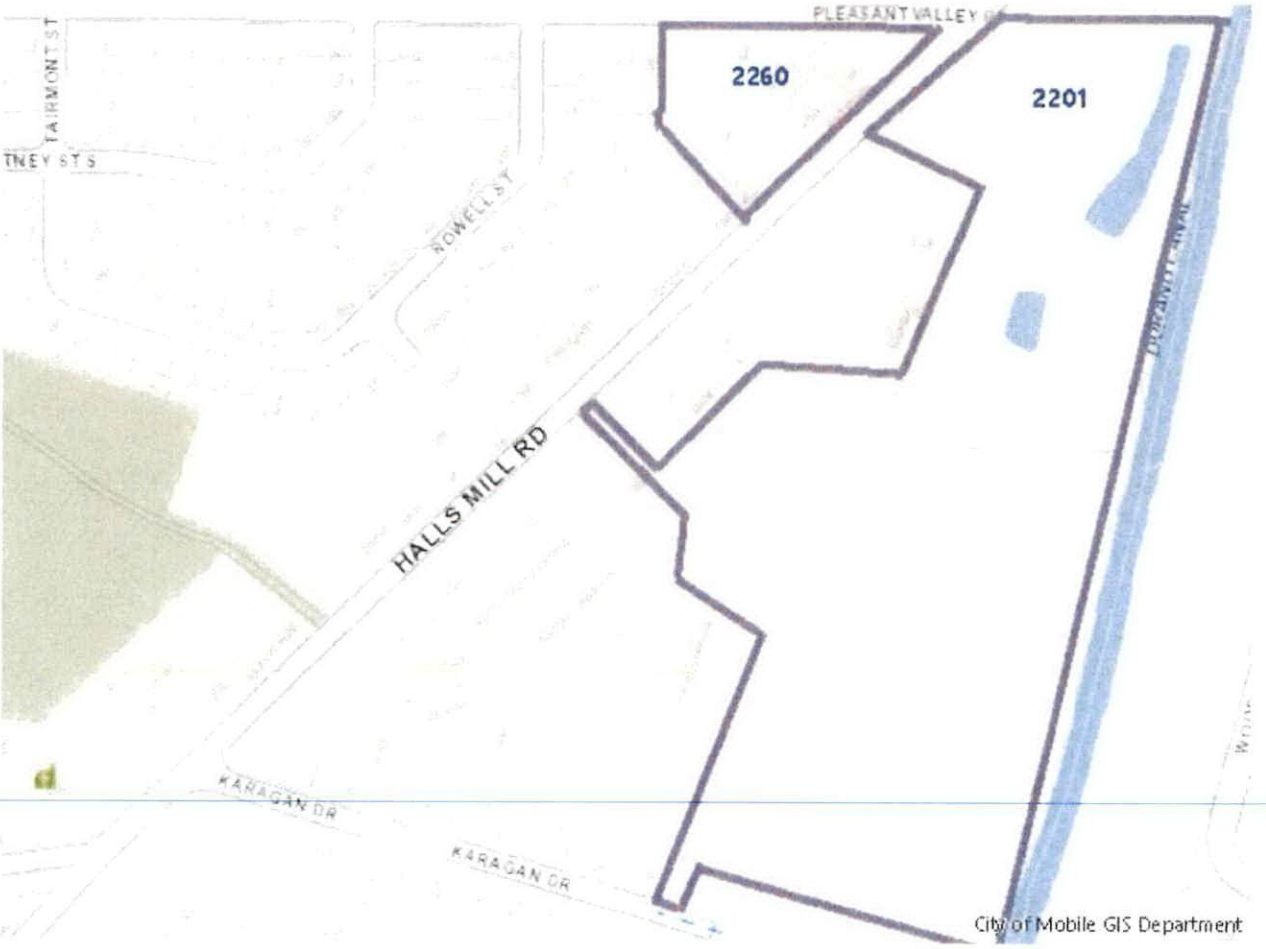
asking to be heard. This Neighborhood Meeting is not the same meeting as the Public Hearing.

We look forward to discussing the rezoning proposal with you.

Sincerely,

J. Casey Pipes
Keri Coumanis

Properties Proposed to be Rezoned from B-3 to B-5 are outlined in purple.



Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Gulf Coast Truck & Equipment Co., Inc.
2260 Halls Mill Road
Mobile, AL 36606

The Shopping Center Group, LLC
P. O. Box 690651
Houston, TX 77269

Richard I. Johnson
73 Acacia Street
Mobile, AL 36607

Daniel Chachagua
6051 Jackson Andrew Place
Mobile, AL 36619

Richard H. Sutton
c/o Cosmes Casas LLC
20 S Catherine St
Mobile, AL 36604-1746

Land Investments
4272 Bit & Spur Rd., #4
Mobile, AL 36608

State of Alabama
50 N. Ripley Street
Montgomery, AL 36130

Ariadne Zitsos
2381 Repoll Road
Mobile, AL 36695

James P. Karagam
6412 Willow Brook Run E.
Mobile, AL 36608

Anne Moulyet
4371 Nelson Avenue
Sarasota, FL 34231

Daniel & Pamela Mollise
2866 Ramada Drive W.
Mobile, AL 36693

Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Howard B. Johnson
900 Stuart Drive W.
Mobile, AL 36605

Tasheka Scott
2450 N. Gulf Terra Dr.
Mobile, AL 36605

Emma M. Clark
2451 Karagan Drive
Mobile, AL 36606

David M. Tacon
415 Fairwood Blvd.
Fairhope, AL 36532

Farmers Market of Mobile
12570 Henderson Camp Rd.
Grand Bay, AL 36541

Timothy Lawrence & Dudley Davis
2308 Halls Mill Road
Mobile, AL 36606

Haroun & Lois Thabit
2454 Sayner Avenue
Mobile, AL 36605

McGuire Property Company, LLC
P. O. Box 6150
Mobile, AL 36660

James E. McGuire
P. O. Box 6150
Mobile, AL 36660

Gulf Coast Equipment Co.
c/o John R. Cross
P. O. Box 6267
Mobile, AL 36606

Shakora Mohamed
P. O. Box 160812
Mobile, AL 36616

JTS Capital Realty 3, LLC
c/o Glenn Nelson LLC
5751 Riverwood CV W
Theodore, AL 36582

Rose Mary Evans
2118 Highland Court
Mobile, AL 36605

Paul & Shirley Richardson
2120 Highland Court
Mobile, AL 36605

Stanley & Brenda Ross
4075 Lloyds Station Road
Mobile, AL 36693

Blue Spectrum, LLC
c/o CDM Business Consulting
2833 Gaslight Lane W.
Mobile, AL 36695

George & Barry Haiman
c/o Affordable Housing
P. O. Box 2659
Land O Lakes, FL 34639

Neighborhood Meeting Mailing List page 1 of 3

Eleanore Allision
P. O. Box 920
Point Clear, AL 36564

Marjorie T. Gaston et al
3773 Claridge Road N.
Mobile, AL 36608

James Evans
2439 N. Stuart Drive
Mobile, AL 36605

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Joseph L. Jackson
902 Stuart Drive W.
Mobile, AL 36605

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

Johnny & Margaret Evans
901 Gulf Terra Drive E.
Mobile, AL 36605

Julius & Yolanda Avery
2451 Gulf Terra Drive N.
Mobile, AL 36605

Joseph Philon
2452 Gulf Terra Drive N.
Mobile, AL 36605

Frederick H. Carley, Sr.
2648 Edgewater Drive
Niceville, FL 32578

Sally F. Brown
P. O. Box 66423
Mobile, AL 36606

Nsengiynuva Janvier &
Nyirandikumana Kabanza
2463 Karagan Drive
Mobile, AL 36605

M & A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583

Kenneth D. O'Bannon
10650 Daisy Cv
Hampton, GA 30228

Patricia B. Poellnitz
2462 Karagan Drive
Mobile, AL 36606

McGuire Oil Co., Inc.
P. O. Box 6150
Mobile, AL 36660

International Brotherhood
2244 Halls Mill Road
Mobile, AL 36606

Baboo, LLC
651 Olive Avenue
Fairhope, AL 36532

N & D Properties, LLC
53 N. Ann Street
Mobile, AL 36604

JHR Real Estate, LLC &
Elizabeth A. Reilly
11401 Roosevelt Blvd.
Philadelphia, PA 19154

Big Charlies Produce, LLC
2243 Halls Mill Road
Mobile, AL 36606

GERALD D & MARY JANE BYRD
3704 Old Shell Road
Mobile, AL 36608-1309

Patsy K. Wallace
902 Rowell Street
Mobile, AL 36606

Betty Jo Fain
904 Rowell Street
Mobile, AL 36606

Theopolis & Patricia Ann Jordan
5905 Queen Ann Ct.
Mobile, AL 36618-3015

Anlando McMillan
908 Rowell Street
Mobile, AL 36606

John C. Wacker, III
Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Nuris Naranjo-Silega
808 Hawkins Street
Mobile, AL 36606

Elizabeth McClain
814 Hawkins Street
Mobile, AL 36606

Thomas Grider & Erich Kline
816 Hawkins Street
Mobile, AL 36606

Dung Mai & Nguyen Nhut
820 Hawkins Street
Mobile, AL 36606

John E & Robin Loper
823 Rowell Street
Mobile, AL 36606

Pamela Pittman & Carol Pownall
2305 East Road
Mobile, AL 36693

Joseph J. Easley
911 Rowell Street
Mobile, AL 36606-2130

George & Barbara Simon
809 Rowell Street
Mobile, AL 36606

Herman L. Johnson Sr.
907 Rowell Street
Mobile, AL 36606

Frederick & Idella Brackett
905 Rowell Street
Mobile, AL 36606-2130

Franklin A. Callahan
324 6th Street
Chickasaw, AL 36611

Rose Melton
c/o Brian Melton
22 Rio Grande Forest Dr.
Little Rock, AR 72212-2318

SMP Properties
5570 Nevius Rd
Mobile, AL 36606

Rosa & Charles Covington
901 Rowell Street
Mobile, AL 36606

Mary & Clarence Ely
c/o Carolyn Sylvester
815 Hawkins Street
Mobile, AL 36606-4533

Helen R. Morrissette
2305 Pleasant Valley Rd.
Mobile, AL 36606-2137

Hope & David Slack
91 Acacia Street
Mobile, AL 36607-2610

Jerry & Cheryl Brooks
2302 Pleasant Valley Rd
Mobile, AL 36605

Johnnie & Doris Lash
820 Rowell Street
Mobile, AL 36606

Board of Water and Sewer Comm
Post Office Box 180249
Mobile, AL 36618

Turn Key Rental Properties
c/o Ryan David Green
32348 Jimmy Faulkner Dr
Spanish Fort, AL 36527-7646

Jerome & Rositta Agee
917 Rowell Street
Mobile, AL 36606

Tonya W. Stribling
4254 Birchwood Dr. E
Mobile, AL 36693

Golden Tiger LLC
6810 Rylee Road
Theodore, AL 36582

Gloria Jean Ross
835 Sasse St
Clarksdale, MS 38614-7122

Duncan E Parker
2458 N Gulf Terra Dr.
Mobile, AL 36605-2409

Magnolia Properties
3217 Washington Ave.
Pascagoula, MS 39581-2041

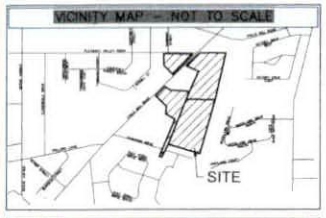
Cliffco, LLC
10304 Celeste Rd
Saraland, AL 36571-8770

Frances Sanders
2467 Karagan Drive
Mobile, AL 36606-4626

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Mailing List page 3 of 3

VICINITY MAP – NOT TO SCALE



SCALE : 1" = 200'

ITEMS CORRESPONDING TO SCHEDULE B-II

(5) Right of way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3086, page 52. (Parcel 1)
ON PROPERTY – PLOTTABLE

(6) Permit granted Alabama Power Company by instrument dated February 28, 1956 and recorded in Deed Book 665, page 61. (Parcel 1)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

(7) Right of way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3086, page 54. (Parcels 3 and 2)
ON PROPERTY – PLOTTABLE

(8) Building setback line, easements, notes, dedications, reservations, and restrictions if any, as shown on plat of Grass-Pond Subdivision recorded in Map Book 72, Page 64. (Parcels 3 and 2)
ON PROPERTY – AS SHOWN

(9) Easement granted South Central Bell Telephone Company by Charles E. Egan, et ux, dated February 27, 1964 and recorded in Real Property Book 2580, Page 990. (Parcels 3 & 2)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

(10) Easement granted the City of Mobile by Dugan Enterprises, an Alabama general partnership, dated March 1, 1984 and recorded in Real Property Book 2671, Page 147. (Parcels 3 & 2)
ON PROPERTY – AS SHOWN

(11) Reservations and privileges contained in deed from the Illinois Central Gulf Railroad Company to Dugan Enterprises, an Alabama general partnership, dated April 30, 1985 and recorded in Real Property Book 2487, Page 566. (Parcels 3 & 2)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

MISCELLANEOUS NOTES

(1) The monuments referenced hereon (found or set) are in good condition and undisturbed (unless otherwise noted) at or near existing grade.

(2) The visible posted address of the subject property is 2260 Halls Mill Road, Mobile, AL.

(3) The subject property surveyed contains an area of 34.49 acres (1,502,437.18 square feet), more or less.

(4) There are 18 regular parking spaces and 0 handicapped parking spaces, for a total of 18 parking spaces located on the subject property.

(5) The location of the utilities shown hereon are from observed visible evidence of above ground appurtenances only. The surveyor was not provided with underground plans or surface ground markings to determine the location of subterranean uses.

(6) At the time of survey, there was no observable evidence of earth moving work, building construction or building additions.

(7) At the time of survey, there were no changes in street right of way lines or observable evidence of recent or sidewalk repairs.

(8) Bearings shown hereon are based on the west line of parcel 3's property line of the subject property. A bearing of N21°56'30"W was used.

(9) The traverse of the subject property has an unadjusted mathematical closure of 1:10,000 and meets the requirements for a Commercial/High Risk Linear Survey. The dimensions and results of the survey are based on a compass rule adjusted mathematically closed traverse.

(10) Subject property has direct access to Halls Mill Road, a public right of way.

(11) At the time of survey, there was no observable evidence of the site being used as a cemetery, grave site or burial ground.

(12) Some features shown on this plat may be shown out of scale for clarity. All dimensions shown are in feet and decimals thereof.

(13) The survey correctly shows the location of all buildings, structures and other above ground improvements situated on the subject premises and there are no visible potential encroachments on the subject property or upon adjacent land abutting said property except as shown hereon.

(14) The undersigned has received and examined a copy of Title Insurance Commitment No. 180187, dated November 15, 2022, issued by Fidelity National Title Insurance Company for the Property as well as a copy of each easement, covenant and restriction listed therein, and the location of any matter shown thereon, to the extent it can be located, has been plotted on the Survey or otherwise noted as to their location related to the subject property, and the property described hereon is the same as the property described in said Title Insurance Commitment.

(15) All set back, side yard and rear yard lines and requirements shown or set forth on all recorded plats and documents, and those set forth in applicable zoning ordinances, are plotted and noted hereon.

(16) All component parcels of the land shown on the survey are contiguous and there are no apparent gaps or gores between them.

FLOOD NOTE

By graphic plotting only, this property is in Zone(s) X-Unshaded, X-Shaded & AE of the Flood Insurance Rate Map, Community No. 015007 Map No. 01097C0061L which bears an effective date of June 5, 2020 and is partially in a Special Flood Hazard Area. As shown on the FEMA website (http://msc.fema.gov) by Smatts created on December 19, 2022 we have learned this community does currently participate in the program. No field surveying was performed to determine this zone; any flood lines plotted hereupon are subject to a map scale uncertainty based upon the Firmette used. A flood elevation certificate may be needed to verify this determination or apply for a variance from the federal emergency management agency.

ZONING INFORMATION

The subject property is zoned "B-3/R-1" - Community business and One-Family Residence of the Mobile County of Alabama

Front Setback
B-3: 25' Minimum, R-1: 25' Minimum
Side Setback
B-3: None, if Provided, 5' Minimum, R-1: 5' Minimum
(The sum of the widths of 2 side yards shall be at least 20')
Rear Setback
B-3: None; R-1: 8' Minimum
Minimum Lot Width
B-3: No Requirement Noted, R-1: No Requirement Noted
Minimum Lot Depth
B-3: No Requirement Noted, R-1: No Requirement Noted
Minimum Lot Area
B-3: No Minimum
R-1: 7,200 Sq. Ft. for a one family dwelling; 10,000 Sq. Ft. for any other permitted use
Maximum Building Height
B-3: 45', R-1: 35'
Maximum Lot Coverage
B-3: 50%, R-1: 35%
Floor Area Ratio
B-3: No Requirement Noted, R-1: No Requirement Noted
Minimum Parking: 1 Space Per 300 Sq. Ft. of GFA Within The Hank Aaron Loop; 1 Space Per 600 Sq. Ft. of GFA

The zoning information shown above was provided by NV5 Transaction Services - Zoning Division in the Zoning Information Project for 2260 Halls Mill Road, Mobile, Alabama having a date of effect of December 19, 2022 pursuant to Item 6b of Table A. (Project number 7202202264.001)

SITE DATA

	SQUARE FOOT	ACERAGE
PARCEL 1	135,298.45	3.11±
PARCEL 2	53,454.03	1.23±
PARCEL 3	472,453.82	10.85±
PARCEL 4	622,371.09	14.28±
PARCEL 5	218,859.79	5.02±
TOTAL	1,502,437.18 SQ. FT.	34.49 ACRES±

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
01/18/2023	UPDATING RECORD DEED/TITLE		
FIELD WORK:	DRAFTED: AGL	CHECKED BY: TDF	FB & PG:

SIGNIFICANT OBSERVATIONS

A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 8.5' AND 13.6'

B ASPHALT EXTENDS OVER PROPERTY BY 37.75'

LEGEND OF SYMBOLS & ABBREVIATIONS

CT = CRIMP TOP IRON FOUND
CR = 1/2" CAPPED REBAR IRON FOUND (BROKHAIN LS#5170)
RBF = 1/2" REBAR IRON FOUND
MN = MAGNETIC NAIL SET
CM = CONCRETE MONUMENT
RR = RAILROAD SPIKE
(R) = RECORD
(M) = MEASURED
MBSL = MINIMUM BUILDING SETBACK LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PP = POWER POLE
OHP = OVERHEAD POWERLINE
WM = WATER METER
GV = U/G GAS UTILITY MARK
FH = FIRE HYDRANT
SN = SIGN
SS = SANITARY SEWER MANHOLE
LP = LAMP
FO = U/G FIBER OPTIC UTILITY MARKER
TP = TELEPHONE PEDESTAL
TELEPHONE POLE
GI = GRADED INLET
CO = CLEAN OUT
LV = LIGHT VAULT
DI = DRY INLET
SP = SERVICE POLE
PM = POWER METER
SD = SATELLITE DISH
AC = AIR CONDITIONER
CONCRETE
ASPHALT
GRAVEL
WATER

LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

RECORD DESCRIPTION

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel 1

Beginning at the present location of the Southwest corner of Halls Mill Road (Old U.S. Highway 90) and Pleasant Valley Road run Northwardly along the South line of Pleasant Valley Road 581.34 feet to a point, which point is the Northeast corner of Lot Number 29 of Fairmont Subdivision, according to plat thereof recorded in Map Book 5, pages 233-234 of the Probate Court Records of Mobile County, Alabama; run thence South 01 degrees, 12 minutes East a distance of 317.70 feet to a point; run thence Southeastwardly 250 feet to a point on the Northwest line of said Halls Mill Road; run thence 570 feet to the point of beginning; run thence Northeastwardly along the Northwest line of said Halls Mill Road 570 feet to the point of beginning. LESS THEIR AND at and exclusive the rights, easements, appurtenances and privileges thereunto belonging.

Parcel 2

Commencing at the point where the East right of way line of Halls Mill Road, formerly US Highway 90, intersects the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama; run South 44 degrees, 57 minutes West and along the said East line of Halls Mill Road, 367.30 feet to the point of beginning; thence continue South 44 degrees, 57 minutes West and along the said East line of Halls Mill Road, 170 feet to a point; thence run South 60 degrees, 03 minutes East, 336.40 feet to a point on the East line of the former C. N. & O. Railroad right of way; thence run North 21 degrees, 48 minutes, 17 seconds East and along the said East right of way line of the C. N. & O. Railroad, 163.28 feet to a point; thence run North 71 degrees, 24 minutes West, 387.34 feet to the point of beginning.

Parcel 3

Beginning at a point where the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama, intersects the East right of way line of Halls Mill Road; run South 44 degrees, 57 minutes West along said East right of way line of Halls Mill Road 364.40 feet to a point marked by a railroad spike; thence run South 32 degrees, 43 minutes East 370.09 feet to a point on the Eastern right of way line of the old C. N. & O. Railroad right of way (now vacated); thence along said Eastern line of the old C. N. & O. Railroad right of way run South 23 degrees, 01 minutes West 581.83 feet to a point on the South line of property conveyed to Brown's Velvet Ice Cream Company by Mobile Cold Storage and Locker Plant, Inc. by instrument recorded in Deed Book 503, page 101 of the records in the Office of the Judge of Probate Court of Mobile County, Alabama; said point also being on the North line of property now or formerly of Robert Farmer; thence along said South line of property conveyed to Brown's Velvet Ice Cream Company and along the North line of property now or formerly of Robert Farmer run South 87 degrees, 14 minutes, 40 seconds East 530 feet, more or less, to the West bank of Eanna Creek; thence along the meanderings of said West bank of Eanna Creek run Northeastwardly 930 feet, more or less, to a point on the aforementioned North line of Section 32; thence along said North line of said Section 32 run South 88 degrees, 38 minutes, 47 seconds West 498 feet, more or less, to the point of beginning.

Parcel 4

Commencing at a point where the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama, intersects the East right of way line of Halls Mill Road; thence along said East right of way line of Halls Mill Road, run South 44 degrees 57 minutes 00 seconds West 340.40 feet to a point; thence run South 60 degrees 26 minutes 00 seconds East 337.80 feet to a point on the Eastern line of the old C. N. & O. Railroad right of way (now vacated); thence along said Eastern line of the Old C. N. & O. Railroad right of way, run South 23 degrees 01 minutes 00 seconds West 386.13 feet to the point of beginning of the property herein described; thence continuing South 23 degrees 01 minutes 00 seconds West along said Eastern line of the old C. N. & O. Railroad right of way, run 195.70 feet to a point on the Northward projection of the North boundary line of Kerrigans Subdivision, as per plat recorded in Map Book 7, page 291 of the Probate Court Records of Mobile County, Alabama; thence run Eastwardly along said Northward projection and the North boundary line of Kerrigans Subdivision, run South 73 degrees 01 minutes 00 seconds East 834 feet, more or less, to a point on the West bank of Eanna Creek; thence along the meanderings of said West bank of Eanna Creek, run Northwardly 1070 feet, more or less, to a point; thence run North 61 degrees 14 minutes 40 seconds West 533 feet, more or less, to the point of beginning.

Parcel 5

Lot 2, Grass Pond Subdivision, First Addition, as recorded in Map Book 78, page 26 in the Office of the Judge of Probate of Mobile County, Alabama

THE LANDS SURVEYED SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 180187, DATED JANUARY 06, 2023.

ALTA/NSPS LAND TITLE SURVEY

Halls Mill
NV5 Project No. 202206420-001
2260 Halls Mill Rd, Mobile, AL

based upon Title Commitment No. 180187
of Fidelity National Title Insurance Company
bearing an effective date of January 06, 2023

Surveyor's Certification

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND BOCK & CLARK CORPORATION, AN NV5 COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10, 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 13, 2022.

J. BRETT DARRELL
REGISTRATION NO. 31836-S
IN THE STATE OF ALABAMA
DATE OF FIELD SURVEY: DECEMBER 20, 2022
DATE OF LAST REVISION: 01/18/2023
Network Project No. 202206420-001 BJK

POLY SURVEYING
CORPORATE OFFICE
FIELD DIVISION

Bock & Clark Corporation
an NV5 Company

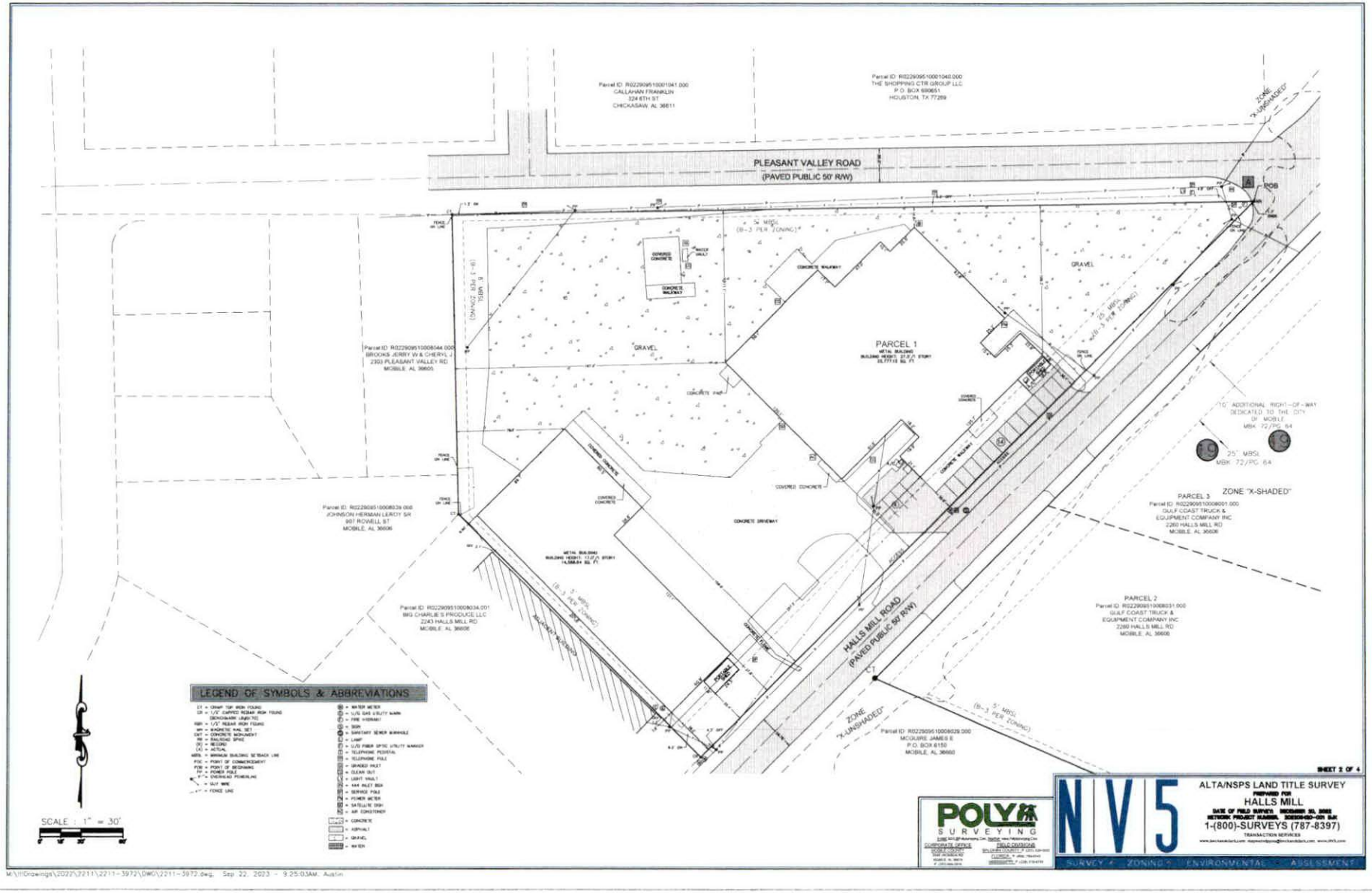
NV5

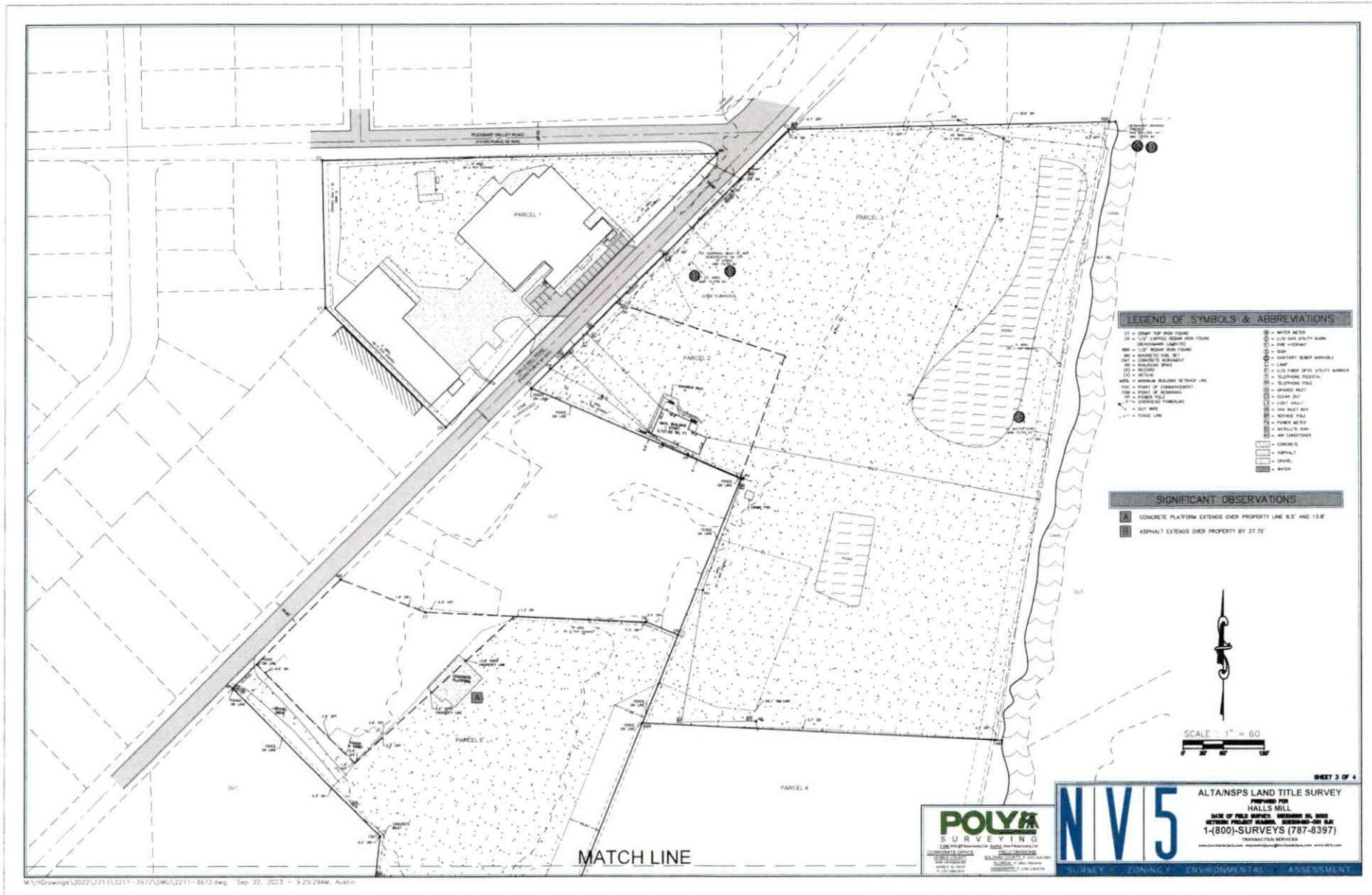
Transaction Services 1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

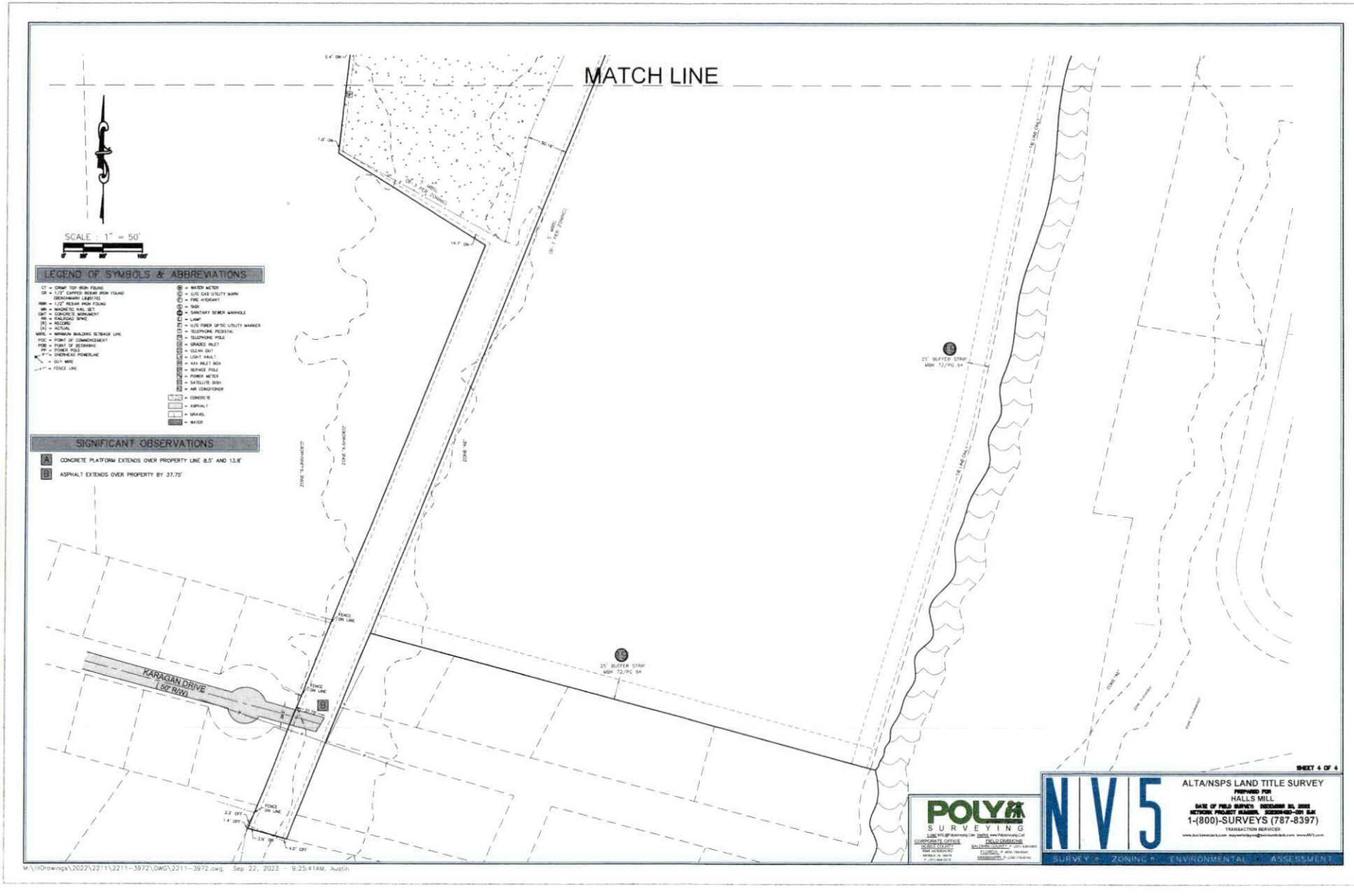
SURVEY // ZONING // ENVIRONMENTAL // ASSESSMENT

SHEET 1 OF 4

M:\!!Drawings\2022\2211\2211-3972\DWG\2211-3972.dwg, Sep 22, 2023 - 9:24:48AM, Austin


PLEASANT VALLEY ROAD
(PAVED PUBLIC 50' R/W)
HALLS MILL ROAD
(PAVED PUBLIC 50' R/W)
PARCEL 1
PARCEL 2
PARCEL 3
GRAVEL
CONCRETE DRIVEWAY
COVERED CONCRETE
ZONE "X-SHADED"
ZONE "X-UNSHADED"
10' ADDITIONAL RIGHT-OF-WAY DEDICATED TO THE CITY OF MOBILE MBK 72/PG 64
25' MBSL MBK 72/PG 64
LEGEND OF SYMBOLS & ABBREVIATIONS
SCALE : 1" = 30'
ALTA/NSPS LAND TITLE SURVEY
HALLS MILL
1-(800)-SURVEYS (787-8397)
SURVEY + ZONING + ENVIRONMENTAL + ASSESSMENT
SHEET 2 OF 4


PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
MATCH LINE
LEGEND OF SYMBOLS & ABBREVIATIONS
SIGNIFICANT OBSERVATIONS
A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 6.5' AND 13.8'
B ASPHALT EXTENDS OVER PROPERTY BY 37.75'
SCALE : 1" = 60
SHEET 3 OF 4
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
POLY SURVEYING
NV5
1-(800)-SURVEYS (787-8397)
SURVEY ZONING ENVIRONMENTAL ASSESSMENT


MATCH LINE
SCALE : 1" = 50'
LEGEND OF SYMBOLS & ABBREVIATIONS
SIGNIFICANT OBSERVATIONS
A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 8.5' AND 13.8'
B ASPHALT EXTENDS OVER PROPERTY BY 37.75'
KARAGAN DRIVE
60' R/W
25' BUFFER STRIP
MBM 72/PG 64
ZONE "AE"
ZONE "X-SHADED"
ZONE "X-UNSHADED"
FENCE ON LINE
POLY SURVEYING
NV5
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
SURVEY + ZONING + ENVIRONMENTAL + ASSESSMENT
SHEET 4 OF 4

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Gulf Coast Truck & Equipment Co., Inc.
2260 Halls Mill Road
Mobile, AL 36606

The Shopping Center Group, LLC
P. O. Box 690651
Houston, TX 77269

Richard I. Johnson
73 Acacia Street
Mobile, AL 36607

Daniel Chachagua
6051 Jackson Andrew Place
Mobile, AL 36619

Richard H. Sutton
c/o Cosmes Casas LLC
20 S Catherine St
Mobile, AL 36604-1746

Land Investments
4272 Bit & Spur Rd., #4
Mobile, AL 36608

State of Alabama
50 N. Ripley Street
Montgomery, AL 36130

Ariadne Zitsos
2381 Repoll Road
Mobile, AL 36695

James P. Karagam
6412 Willow Brook Run E.
Mobile, AL 36608

Anne Moulyet
4371 Nelson Avenue
Sarasota, FL 34231

Daniel & Pamela Mollise
2866 Ramada Drive W.
Mobile, AL 36693

Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Howard B. Johnson
900 Stuart Drive W.
Mobile, AL 36605

Tasheka Scott
2450 N. Gulf Terra Dr.
Mobile, AL 36605

Emma M. Clark
2451 Karagan Drive
Mobile, AL 36606

David M. Tacon
415 Fairwood Blvd.
Fairhope, AL 36532

Farmers Market of Mobile
12570 Henderson Camp Rd.
Grand Bay, AL 36541

Timothy Lawrence & Dudley Davis
2308 Halls Mill Road
Mobile, AL 36606

Haroun & Lois Thabit
2454 Sayner Avenue
Mobile, AL 36605

McGuire Property Company, LLC
P. O. Box 6150
Mobile, AL 36660

James E. McGuire
P. O. Box 6150
Mobile, AL 36660

Gulf Coast Equipment Co.
c/o John R. Cross
P. O. Box 6267
Mobile, AL 36606

Shakora Mohamed
P. O. Box 160812
Mobile, AL 36616

JTS Capital Realty 3, LLC
c/o Glenn Nelson LLC
5751 Riverwood CV W
Theodore, AL 36582

Rose Mary Evans
2118 Highland Court
Mobile, AL 36605

Paul & Shirley Richardson
2120 Highland Court
Mobile, AL 36605

Stanley & Brenda Ross
4075 Lloyds Station Road
Mobile, AL 36693

Blue Spectrum, LLC
c/o CDM Business Consulting
2833 Gaslight Lane W.
Mobile, AL 36695

George & Barry Haiman
c/o Affordable Housing
P. O. Box 2659
Land O Lakes, FL 34639

Eleanore Allision
P. O. Box 920
Point Clear, AL 36564

Marjorie T. Gaston et al
3773 Claridge Road N.
Mobile, AL 36608

James Evans
2439 N. Stuart Drive
Mobile, AL 36605

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Joseph L. Jackson
902 Stuart Drive W.
Mobile, AL 36605

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

Johnny & Margaret Evans
901 Gulf Terra Drive E.
Mobile, AL 36605

Julius & Yolanda Avery
2451 Gulf Terra Drive N.
Mobile, AL 36605

Joseph Philon
2452 Gulf Terra Drive N.
Mobile, AL 36605

Frederick H. Carley, Sr.
2648 Edgewater Drive
Niceville, FL 32578

Sally F. Brown
P. O. Box 66423
Mobile, AL 36606

Nsengiynuva Janvier &
Nyirandikumana Kabanza
2463 Karagan Drive
Mobile, AL 36605

M & A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583

Kenneth D. O'Bannon
10650 Daisy Cv
Hampton, GA 30228

Patricia B. Poellnitz
2462 Karagan Drive
Mobile, AL 36606

McGuire Oil Co., Inc.
P. O. Box 6150
Mobile, AL 36660

International Brotherhood
2244 Halls Mill Road
Mobile, AL 36606

Baboo, LLC
651 Olive Avenue
Fairhope, AL 36532

N & D Properties, LLC
53 N. Ann Street
Mobile, AL 36604

JHR Real Estate, LLC &
Elizabeth A. Reilly
11401 Roosevelt Blvd.
Philadelphia, PA 19154

Big Charlies Produce, LLC
2243 Halls Mill Road
Mobile, AL 36606

GERALD D & MARY JANE BYRD
3704 Old Shell Road
Mobile, AL 36608-1309

Patsy K. Wallace
902 Rowell Street
Mobile, AL 36606

Betty Jo Fain
904 Rowell Street
Mobile, AL 36606

Theopolis & Patricia Ann Jordan
5905 Queen Ann Ct.
Mobile, AL 36618-3015

Anlando McMillan
908 Rowell Street
Mobile, AL 36606

John C. Wacker, III
Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Nuris Naranjo-Silega
808 Hawkins Street
Mobile, AL 36606

Elizabeth McClain
814 Hawkins Street
Mobile, AL 36606

Thomas Grider & Erich Kline
816 Hawkins Street
Mobile, AL 36606

Dung Mai & Nguyen Nhut
820 Hawkins Street
Mobile, AL 36606

John E & Robin Loper
823 Rowell Street
Mobile, AL 36606

Pamela Pittman & Carol Pownall
2305 East Road
Mobile, AL 36693

Joseph J. Easley
911 Rowell Street
Mobile, AL 36606-2130

George & Barbara Simon
809 Rowell Street
Mobile, AL 36606

Herman L. Johnson Sr.
907 Rowell Street
Mobile, AL 36606

Frederick & Idella Brackett
905 Rowell Street
Mobile, AL 36606-2130

Franklin A. Callahan
324 6th Street
Chickasaw, AL 36611

Rose Melton
c/o Brian Melton
22 Rio Grande Forest Dr.
Little Rock, AR 72212-2318

SMP Properties
5570 Nevius Rd
Mobile, AL 36606

Rosa & Charles Covington
901 Rowell Street
Mobile, AL 36606

Mary & Clarence Ely
c/o Carolyn Sylvester
815 Hawkins Street
Mobile, AL 36606-4533

Helen R. Morrissette
2305 Pleasant Valley Rd.
Mobile, AL 36606-2137

Hope & David Slack
91 Acacia Street
Mobile, AL 36607-2610

Jerry & Cheryl Brooks
2302 Pleasant Valley Rd
Mobile, AL 36605

Johnnie & Doris Lash
820 Rowell Street
Mobile, AL 36606

Board of Water and Sewer Comm
Post Office Box 180249
Mobile, AL 36618

Turn Key Rental Properties
c/o Ryan David Green
32348 Jimmy Faulkner Dr
Spanish Fort, AL 36527-7646

Jerome & Rositta Agee
917 Rowell Street
Mobile, AL 36606

Tonya W. Stribling
4254 Birchwood Dr. E
Mobile, AL 36693

Golden Tiger LLC
6810 Rylee Road
Theodore, AL 36582

Gloria Jean Ross
835 Sasse St
Clarksdale, MS 38614-7122

Duncan E Parker
2458 N Gulf Terra Dr.
Mobile, AL 36605-2409

Magnolia Properties
3217 Washington Ave.
Pascagoula, MS 39581-2041

Cliffco, LLC
10304 Celeste Rd
Saraland, AL 36571-8770

Frances Sanders
2467 Karagan Drive
Mobile, AL 36606-4626

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Agenda Item #: 4

ZON-UDC-002697-2023

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

Applicant Materials for Consideration

DETAILS

Location:
2201, 2223 & 2260 Halls Mill Road

Applicant / Agent (as applicable):
Legendary Investment Ventures - Dismuke Transport, LLC / J. Casey Pipes, Helmsing Leach, P.C., Agent

Property Owner:
Gulf Coast Truck & Equipment Co., Inc.

Current Zoning:
R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District

Proposed Zoning (as applicable):
B-5, Office-Distribution District

Future Land Use:
Low Density Residential and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:
To be used as-is upon approval. Future development according to needs.

Proposal:

- Rezoning from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office-Distribution District.
- **Rezoning Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant.

Commission Considerations:

1. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

SITE HISTORY

Most of the subject site was assigned a B-3, Community Business District classification with the adoption of the Zoning Ordinance in 1967. Since then, there have been various cases before the Board of Zoning Adjustment and Planning Commission for portions of the site.

In 1984, the Board of Zoning Adjustment approved a Front Yard Setback Variance for the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road to allow an office expansion.

In 1996, the major portion of the site along the West side of Durand Canal was approved by the Commission as Cross Pond Subdivision, and the lower part of that area was rezoned from R-1, Single-Family Residential District, to B-3, Community Business District, to eliminate split zoning within the subdivision.

In 1998, Cross Pond Subdivision, First Addition, was approved by the Commission to include the area adjoining the West side of the original Cross Pond Subdivision. The portion of that subdivision that consisted of the vacated GM&O Railroad right-of-way was rezoned from R-1, Single-Family Residential District, to B-3, Community Business District, to eliminate split zoning within the subdivision.

In 2000, the Board approved a Parking Surface Variance for the area of Cross Pond Subdivision, First Addition.

In 2009, the Board approved Parking Surface and Front Landscaping Variances for the Northern portion of the site along the East side of Halls Mill Road.

At the Commission's January 19, 2023 meeting, Cross Pond Subdivision, Resubdivision of, was approved to incorporate the area of the two previous subdivisions of the site on the East side of Halls Mill Road into one legal lot of record. That subdivision has yet to be finalized. An associated rezoning for the entire area of that proposed subdivision from B-3, Community Business District, to I-1 Light Industry District, was recommended for denial by the Commission to the City Council. The applicant has not paid a legal ad fee; thus, no action has been taken by the City Council.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and

Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office-Distribution District, to allow a freight/trucking depot. The portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road is split-zoned R-1 and B-3, and all of that property is proposed to be rezoned to B-5. The major portion of the site along the East side of Halls Mill Road, extending to the West side of Durand Canal, is also split-zoned R-1 and B-3. With the exception of the small R-1 portion at the East terminus of Karagan Drive, which is proposed to remain R-1, all of the rest of that area is proposed to be rezoned to B-5.

The site is bounded to the North and West by B-3, Community Business Suburban District zoning, and to the South by R-1, Single-Family Residential Suburban District, and R-2, Two-Family Residential Suburban District zoning. To the West across Halls Mill Road is B-3, Community Business Suburban District zoning, and to the East across Durand Canal is R-1, Single-Family Residential Suburban District zoning. At the Northeast corner of the site across Durand Canal is B-3 zoning.

In January of this year, prior to the effective date of the Unified Development Code, the Commission recommended denial of the previous rezoning request for I-1, Light Industry District to the City Council after determining that none of the following conditions prevailed to support the rezoning request:

1) Error. There is a manifest error in the chapter;
2) Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;
3) Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or
4) Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.

It should be noted that the previously proposed rezoning did not include the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road, which is currently split-zoned, but it did include the R-1 portion at the East terminus of Karagan Drive.

Since the adoption of the Zoning Ordinance in 1967, there have not been any commercial rezoning requests for any abutting properties, or any others within one-half mile of the subject site along Halls Mill Road. All properties have remained zoned B-3 since 1967. There is no B-5 zoning within the area.

The portion of the site on the East side of Halls Mill Road is currently developed within its Northern area as a trucking operation. The Southwestern portion is vacant, and the Southern half of the site remains undeveloped and wooded. The portion of the site on the West side of Halls Mill Road at the Southwest corner of Halls Mill Road and Pleasant Valley Road is currently used as truck sales and service. No site plan showing any proposed improvements was submitted with the application; however, the applicant's narrative states that the site is to be used as-is upon approval, and future development will be done according to needs.

It is customary to have a commercial site assigned the lowest zoning classification which would allow a proposed use. It should be noted that most of the site is currently zoned B-3, and a B-3 classification would allow a freight depot by a Special Exception under the Unified Development Code (UDC). The existing truck sales and service would also be allowed in a B-3 district and truck repairs would be allowed with a Special Exception.

As the applicant also owns, as part of the overall property, R-1 property at the East terminus of Karagan Drive, a subdivision will be necessary to separate that portion from the remainder of the site, if the rezoning is approved. Likewise, if the rezoning is approved for the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road, that portion would also need to be made a legal lot of record.

While zoning consideration is not site plan-specific, the provided site plan does not depict required site compliance. If the rezoning is approved, development (or redevelopment) of the site must comply with the requirements of the UDC.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

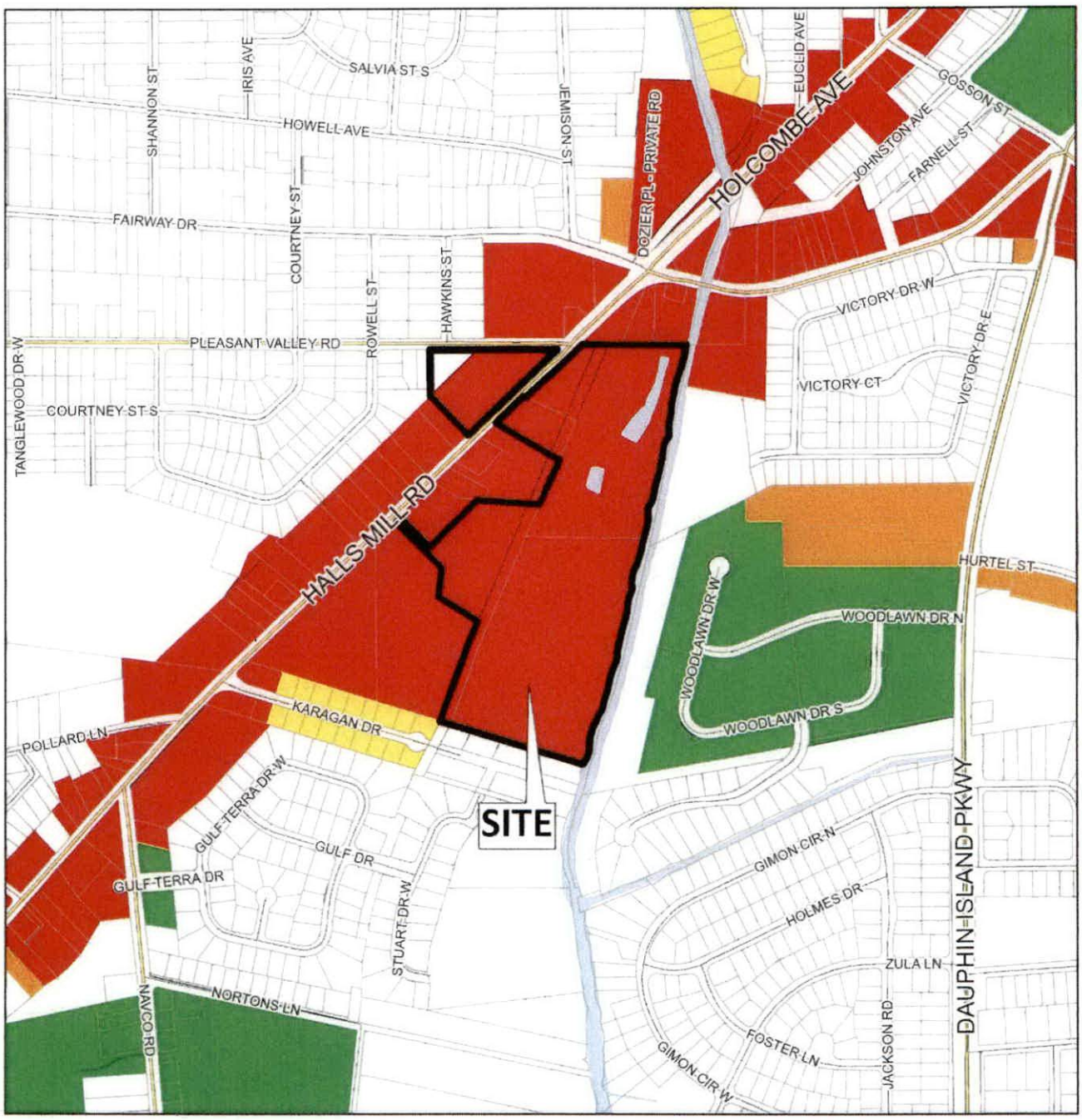
The "Applicant Materials for Consideration" link at the beginning of the staff report will take you to the documents submitted to address the UDC requirements.

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Submittal and completion of a subdivision application to create three (3) legal lots of record for the site prior to the approval of any permits for development;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE November 16, 2023

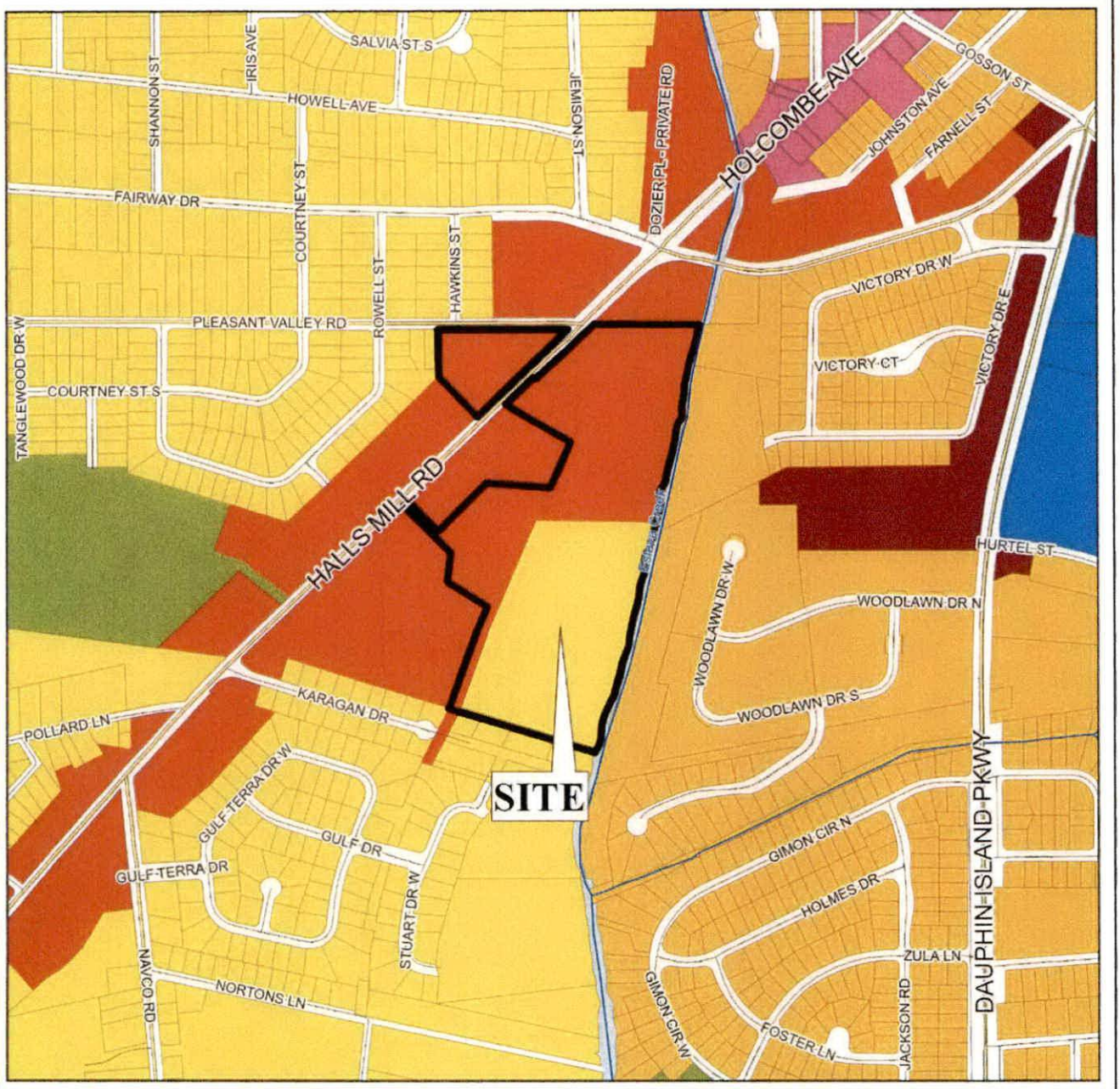
APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J

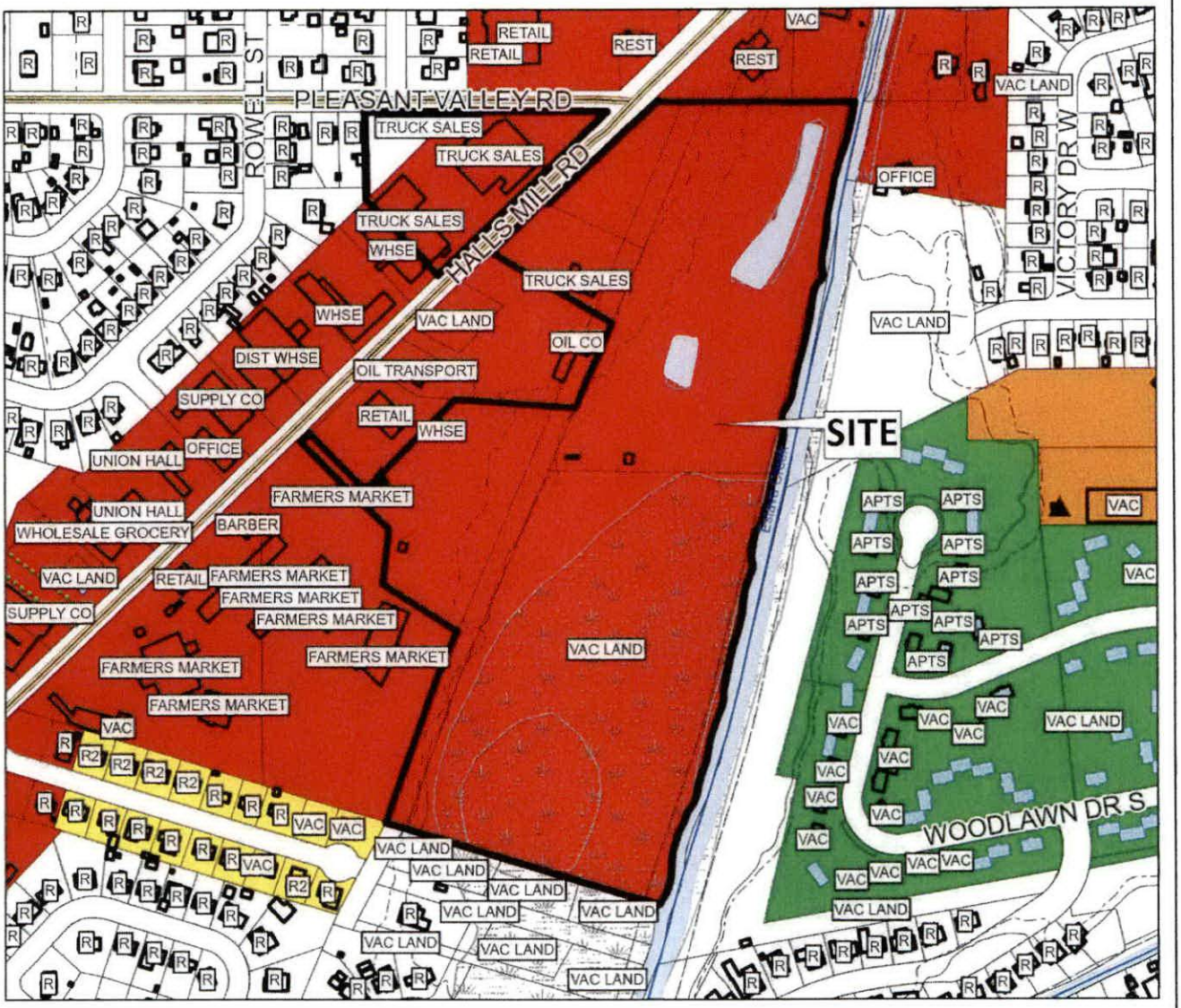
REQUEST Rezoning from R-1 and B-3 to B-5

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

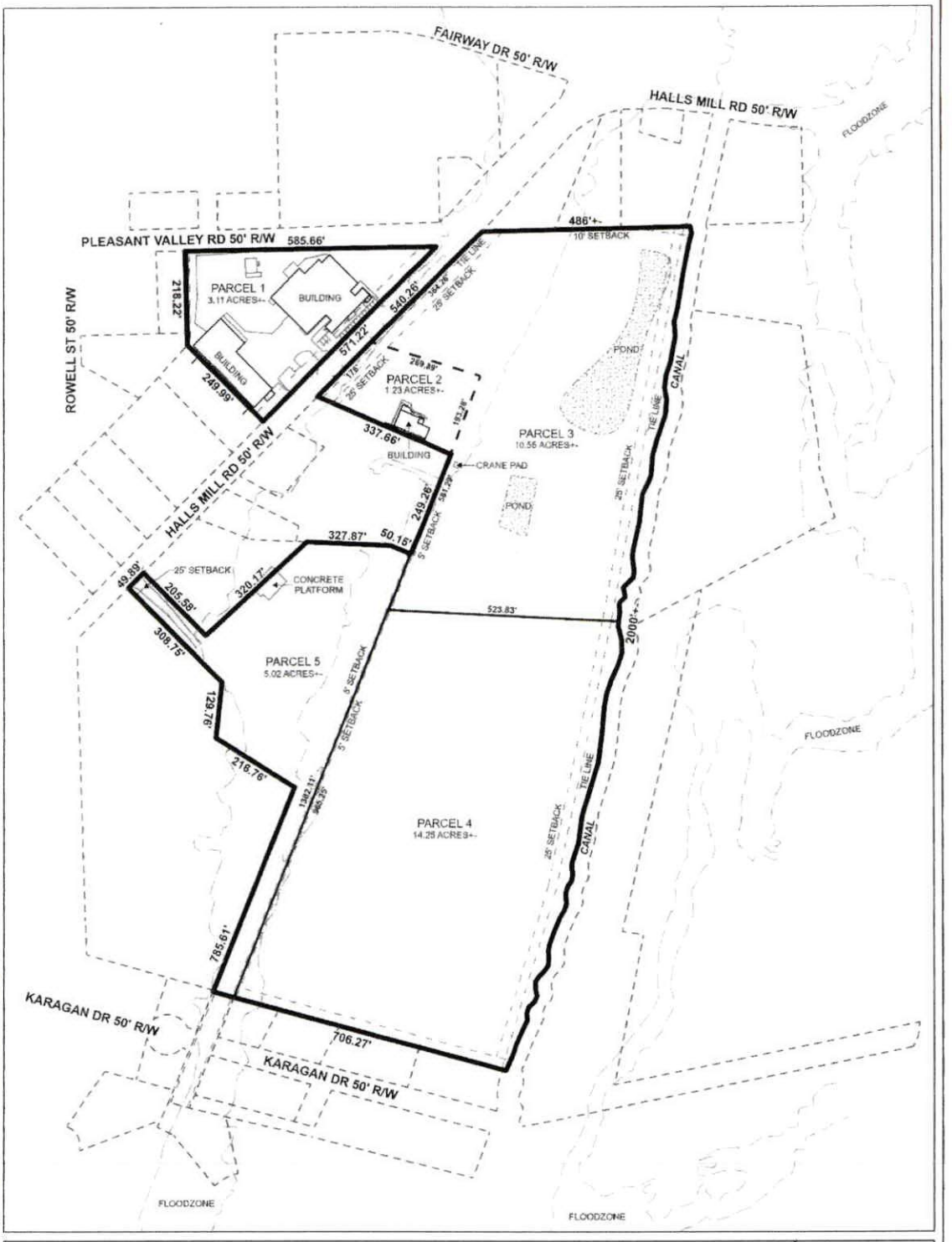
REQUEST Rezoning from R-1 and B-3 to B-5

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

N

NTS

SITE PLAN

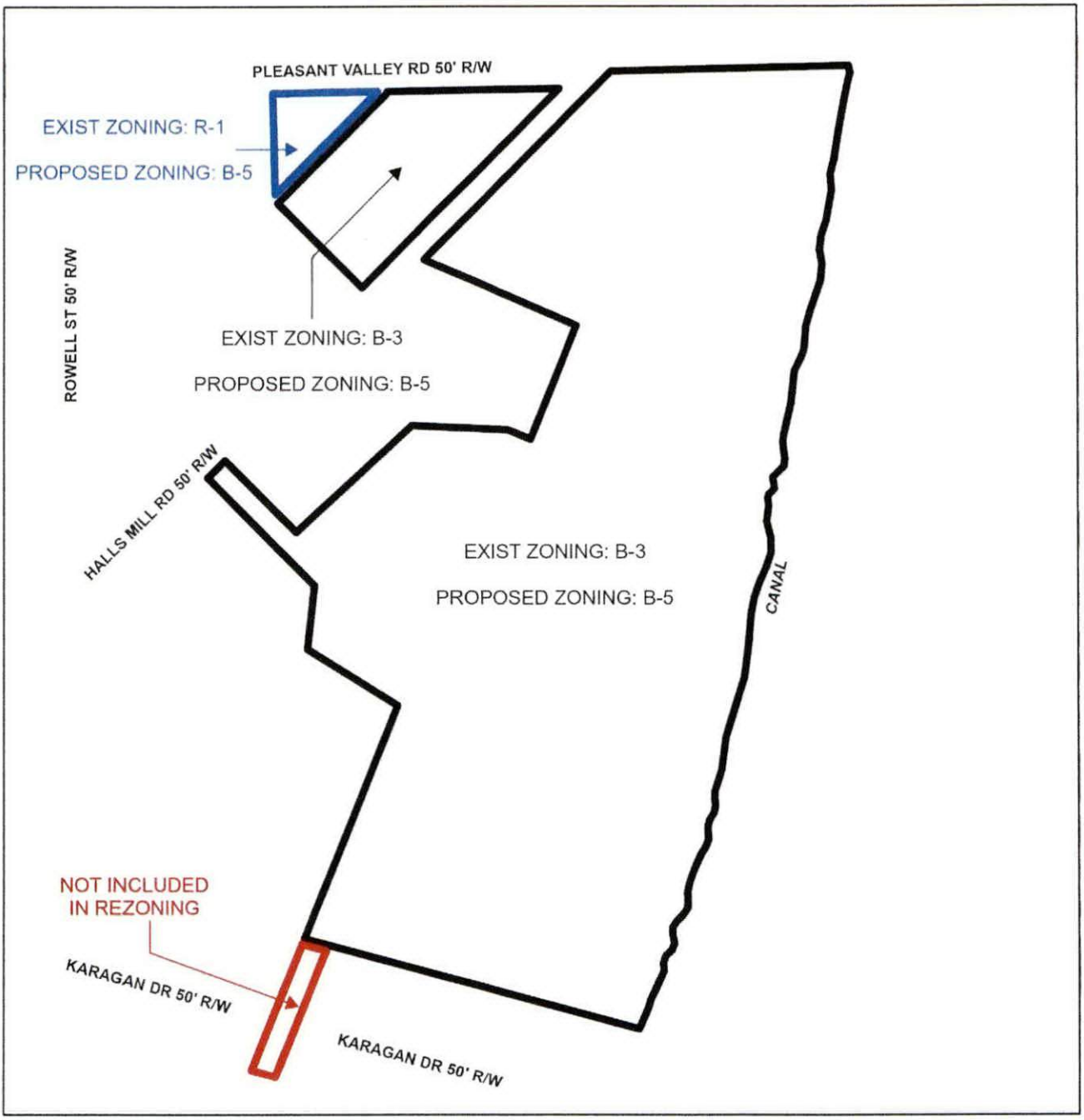


APPLICATION NUMBER	4	DATE	November 16, 2023
APPLICANT	Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)		
REQUEST	Rezoning from R-1 and B-3 to B-5		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

MIXED COMMERCIAL CORRIDOR (MCC)

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson and Councilmember Reynolds

Purpose and Scope of Project:

Transfer funds in the amount of $250,000.00 from capital project CON04 - CIP District 4 Contingency Project to Project G-OGMMATCH Grant Match Holding Account to be used to support a match requirement for congressional appropriations through the U.S. Corp of Engineers for the Water Resources Development Act to identify restoration activities in the Dog River Watershed.

Funding Source

Project # Transfer from CON04 CIP Dist. 4 Contingency Project (20002000.94070)	**Discretionary Funds**
Project String Transfer to G-OGMMATCH - Grant Match Holding Account (50005000.93030)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/3/2024
Joint Budget Transfer Request Form	Backup Material	1/3/2024
Email Approval from J. Washington	Backup Material	1/3/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	1/3/2024 - 4:52 PM
			1/4/2024 - 12:29

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	1/4/2024 - 12:33 PM
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:58 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson, Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $250,000.00 be transferred from capital project CON04 CIP DISTRICT 4 CONTINGENCY PROJECT (20002000.94070) to Project G-OGMMATCH GRANT MATCH HOLDING ACCOUNT (50005000.93030). Capital Improvement Funds (CIP) will be reallocated to support a match requirement for congressional appropriations through the U.S. Army Corp of Engineers for the Water Resources Development Act.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 11/06/2023

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

DISTRICT#: 4

REQUEST: Please transfer $ 250,000.00

FROM CAPITAL PROJECT#: CON04

CAPITAL PROJECT NAME: CIP DISTRICT 4 CONTINGENCY PROJECT

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT.

ACCT PROJECT STRING#: G-OGMMATCH.FROMCIP.DISTRICT4.2024

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

From: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Sent: Wednesday, January 3, 2024 12:13 PM
To: Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Cc: Threadgill, Randy <randy.threadgill@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: Grant Match Transfer of Funds - District 4

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $250,000 from District 4 Capital Project CON04 CIP DISTRICT 4 CONTINGENCY PROJECT to Grant Project G-OGMMATCH Grant Match Holding Account
    - The anticipated project is to undertake a study to identify restoration activities in the Dog River watershed.

Thanks so much for your help with this!

Jasmine Washington, CCT, CAPM
CIP Manager
Programs & Project Management

205 Government Street
Suite 222, South Tower
Mobile, Alabama 36633-1827

_____
jasmine.washington@cityofmobile.org
O: (251) 208-7043
M: (251) 348-2404

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Gregory

Purpose and Scope of Project:

Lavretta Park: Principal features of improvements include (6) asphalt pickleball courts, fencing, security lighting, concrete sidewalks and pavement, recycled crushed concrete, parking, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

Hillsdale Park: Principal features of improvements include (3) asphalt pickleball courts, fencing, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, and sodding. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

Amount of Contract:

$1,586,000.00

Funding Source

Project # Lavretta Park – NPC (PR-073-22) & Hillsdale Park – NPC (PR-041-22)

Discretionary Funds

Project String C0760 Lavretta Park – NPC (20002000-48010) & C0671 Hillsdale Park – NPC (20002000-48010)

Contract Number:4832 (LAVRETTA), 4833 (HILLSDALE)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Lavretta and Hillsdale		

Routing Package	Cover Memo	1/2/2024
Revised Resolution	Cover Memo	1/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/3/2024 - 4:54 PM
Capital	Rhodes, Brenda	Approved	1/4/2024 - 8:56 AM
Legal	Kern, Chris	Approved	1/4/2024 - 12:56 PM
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:47 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Harris Contracting Services, Inc.
Project Name:	Lavretta Park – New Pickleball Courts & Hillsdale Park – New Pickleball Courts
Project Number:	PR-073-22 & PR-041-22
Amount:	$1,586,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Lavretta Park – New Pickleball Courts

CAPITAL PROJECT #: C0760 (20002000-48010)

CONTRACT AMOUNT: $1,068,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-073-22

PROJECT DESCRIPTION: Principal features of improvements include (6) asphalt pickleball courts, fencing, security lighting, concrete sidewalks and pavement, recycled crushed concrete, parking, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

VENDOR NAME: Harris Contracting Services, Inc

VENDOR NUMBER: 293714

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 01/02/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hillsdale Park – New Pickleball Courts

CAPITAL PROJECT #: C0671 (20002000-48010)

CONTRACT AMOUNT: $518,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-041-22

PROJECT DESCRIPTION: Principal features of improvements include (3) asphalt pickleball courts, fencing, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, and sodding. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

VENDOR NAME: Harris Contracting Services, Inc

VENDOR NUMBER: 293714

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 01/02/2024

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:

Harris Contracting Services, Inc.
117 Norton Ave
Saraland, AL 36571

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

for the following Project:

Lavretta Park – New Pickleball Courts
200 West Parkway Drive, Mobile, Alabama 36608
PR-073-22
Scope – Principal features of improvements include (6) asphalt pickleball courts, fencing, security lighting, concrete sidewalks and pavement, recycled crushed concrete, parking, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.
and
Hillsdale Park – New Pickleball Courts
558 East Felhorn Road, Mobile, Alabama 36608
PR-041-22
Scope - Principal features of improvements include (3) asphalt pickleball courts, fencing, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, and sodding. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

The Architect:

WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than one-hundred eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Sixty-Eight Thousand and 00/100 Dollars for Lavretta Park, and ($ 1,068,000.00), and Five Hundred Eighteen Thousand and 00/100 Dollars ($ 518,000.00) for Hillsdale Park, subject to additions and deductions as provided in the Contract Documents.

Lavretta Park	
Base Bid:	$945,000.00
Contingency Allowance:	$50,000.00
Add. Alt. #1	$73,000.00
Total Bid:	$1,068,000.00

Hillsdale Park	
Base Bid:	$451,000.00
Contingency Allowance:	$25,000.00
Add. Alt. #1	$42,000.00
Total Bid:	$518,000.00
Total Contract Amount:	$1,586,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Lavretta - Add. Alt. #1 Lighting	$73,000.00
Hillsdale – Add. Alt. #1 Lighting	$42,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Lavretta Park Contingency Allowance: Fifty thousand and 00/100 Dollars ($50,000.00)
Hillsdale Park Contingency Allowance: Twenty-Five thousand and 00/100 Dollars ($25,000.00)

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

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

Lavretta:

Item	Units and Limitations	Price per Unit ($0.00)
1. 6" recycled concrete paving	S.F.	$8.00
2. Centipede sod	S.Y.	$15.00
3. 4" Fiber reinforced concrete paving	S.F.	$12.00

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User Notes:
(946695001)

4. 4' Galvanized chain link fence	L.F.	$25.00
5. Crush and Run paving	S.F.	$6.00
6. 8" Ribbon curb at parking	L.F.	$52.00
7. Utility water Line	L.F.	$30.00

Item	Units and Limitations	Price per Unit ($0.00)
1. 6" Asphalt paving	S.F.	$15.00
2. Centipede sod	S.Y.	$15.00
3. 4~ Fiber reinforced concrete paving	S.F.	$12.00
4. Utility water Line	L.F.	$30.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

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User Notes:

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for Lavretta Park – New Pickleball Courts, 200 West Parkway Drive, Mobile, Alabama 36608, PR-073-22 and Hillsdale Park – New Pickleball Courts, 558 East Felhorn Road, Mobile, Alabama 36608, PR-041-22. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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N/A

§ 6.2 Binding Dispute Resolution
For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)
[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue
(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian Harris, President
Harris Contracting Services, Inc.
117 Norton Ave.
Saraland, AL 36571
251-377-3132
Brian@harriscontractingservices.com

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

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by

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anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.

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B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

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The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then

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performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

.3 Drawings

Number	Title	Date
Lavretta		
CS100	COVER SHEET	10/16/2023
LS010	OVERALL SITE PLAN	10/16/2023
EC100	EXISTING CONDITIONS	10/16/2023
LD100	LANDSCAPE DEMOLITION PLAN	10/16/2023
LS100	LANDSCAPE SITE PLAN	10/16/2023
LG100	GRADING AND DRAINAGE PLAN	10/16/2023
LH100	HARDSCAPE PLAN	10/16/2023
LH500	HARDSCAPE DETAILS	10/16/2023
LH501	HARDSCAPE DETAILS	10/16/2023
LH502	HARDSCAPE DETAILS	10/16/2023
LH503	HARDSCAPE DETAILS	10/16/2023
LH504	HARDSCAPE DETAILS	10/16/2023
LP100	LANDSCAPE PLANTING PLAN	10/16/2023
LP500	LANDSCAPE PLANTING DETAILS	10/16/2023
C1.1	CIVIL GRADING & DRAINAGE PLAN	10/16/2023
C1.2	CIVIL DETAILS	10/16/2023
C1.3	CIVIL NOTES	10/16/2023
E100	ELECTRICAL LEGEND AND SPECIFICATIONS	10/16/2023
E200	ELECTICAL SITE PLAN - EXISTING	10/16/2023
E300	ELECTRICAL SITE PLAN - NEW WORK	10/16/2023
E400	ENLARGED PICKLEBALL COURT LIGHTING - NEW WORK	10/16/2023
E500	ENLARGED PAVILION LIGHTED - POWER - NEW WORK	10/16/2023
E600	NORTH PARKING LOT LIGHTING - NEW WORK	10/16/2023
E700	SOUTH PARKING LOT LIGHTING - NEW WORK	10/16/2023
E800	ELECTRICAL DETAILS	10/16/2023
E900	ELECTRICAL DETAILS	10/16/2023
Hillsdale		
CS100	COVER SHEET	10/16/2023
EC100	EXISTING CONDITIONS	10/16/2023
LD100	LANDSCAPE DEMOLITION PLAN	10/16/2023
LS100	LANDSCAPE SITE PLAN	10/16/2023
LG100	LANDSCAPE GRADING PLAN	10/16/2023
LH100	HARDSCAPE PLAN	10/16/2023
LH500	HARDSACPE DETAILS	10/16/2023
LH501	HARDSCAPE DETAILS	10/16/2023
LH502	HARDSCAPE DETAILs	10/16/2023
LH503	HARDSCAPE DETAILS	10/16/2023
LH504	HARDSCAPE DETAILS	10/16/2023
E100	ELECTRICAL LEGEND AND SPECIFICATIONS	10/16/2023
E200	EXISTING OVERALL PLAN - ELECTRICAL	10/16/2023

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E201	EXISTING PLAN - ENLARGED ELECTRICAL	10/16/2023
E300	NEW WORK OVERALL PLAN - ELECTRICAL	10/16/2023
E301	ENLARGED NEW WORK PLAN - ELECTRICAL	10/16/2023
E400	ELECTRICAL DETAILS	10/16/2023
E401	ELECTRICAL DETAILS	10/16/2023

.4 Specifications

Section	Title	Date
DIVISION 1:	GENERAL REQUIREMENTS	10/16/2023
SECTION 01010	SCOPE OF WORK	10/16/2023
SECTION 01050	FIELD ENGINEERING	10/16/2023
SECTION 01210	ALLOWANCES	10/16/2023
SECTION 01220	UNIT PRICES	10/16/2023
SECTION 01230	ALTERNATES	10/16/2023
SECTION 01251	PRE-BID SUBSTITUTION PROCEDURES	10/16/2023
SECTION 01260	CONTRACT MODIFICATION PROCEDURES	10/16/2023
SECTION 01290	PAYMENT PROCEDURES	10/16/2023
SECTION 01310	PROJECT MANAGEMENT AND COORDINATION SUBMITTAL PROCEDURES	10/16/2023
SECTION 01330	QUALITY CONTROL TESTING PROCEDURES	10/16/2023
SECTION 01401	CONSTRUCTION FACILITIES AND	10/16/2023
SECTION 01500	TEMPORARY CONTROLS	10/16/2023
	EXECUTION REQUIREMENTS	
SECTION 01700	CUTTING AND PATCHING	10/16/2023
SECTION 01731	SELECTIVE DEMOLITION	10/16/2023
SECTION 01732	SUBSTITUTION PROCEDURES	10/16/2023
SECTION 01735	CLOSEOUT PROCEDURES	10/16/2023
SECTION 01770	OPERATION AND MAINTENANCE DATA	10/16/2023
SECTION 01782	PROJECT RECORD DOCUMENTS	10/16/2023
SECTION 01783		10/16/2023
	SITE WORK	
DIVISION 2:	SELECTIVE SITE DEMOLITION	10/16/2023
SECTION 02070	SITE CLEARING	10/16/2023
SECTION 02230	EARTHWORK	10/16/2023
SECTION 02300	PICKLEBALL COURT SURFACING	10/16/2023
SECTION 02462	ASPHALTIC CONCRETE PAVING	10/16/2023
SECTION 02513	CEMENT CONCRETE PAVEMENT	10/16/2023
SECTION 02751	CHAIN LINK FENCES AND GATES	10/16/2023
SECTION 02821	LANDSCAPING	10/16/2023
SECTION 02900	CAST-IN PLACE CONCRETE	10/16/2023
SECTION 03300		10/16/2023

.5 Addenda, if any:

Lavretta:

Number	Date
Addendum #1	10/25/2023
Addendum #2	11/01/2023

Hillsdale:

Number	Date
Addendum #1	10/25/2023
Addendum #2	11/01/2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

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(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form – Lavretta Park
	Accounting of Sales Tax Form C-3A – Lavretta Park
	Supplier Diversity Subcontracting and Major Supplier Plan – Lavretta Park
	Bid Form – Hillsdale Park
	Accounting of Sales Tax Form C-3A – Hillsdale Park
	Supplier Diversity Subcontracting and Major Supplier Plan – Hillsdale Park
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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(946695001)

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson. Mayor
(Rows deleted)
(Printed name and title)

Brian Harris, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 5 day of December 20 23.

NOTARY PUBLIC
My Commission Expires: 4/2/27

CHRISTINA LEBLANC NOTARY PUBLIC STATE OF AL

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Init.
/

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc. 117 Norton Ave Saraland, AL 36571, hereinafter called the Principal, and Granite Re, Inc. _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Five Hundred Eighty Six Thousand and 00/100 Dollars ($1,586,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Lavretta Park – New Pickleball Courts (PR-073-22) 200 West Parkway Drive, Mobile, Alabama 36608 and, Hillsdale Park – New Pickleball Courts (PR-041-22) 558 East Felhorn Road, Mobile, Alabama 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc. 117 Norton Ave Saraland, AL 36571, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee"), in the penal sum of One Million Five Hundred Eighty Six Thousand and 00/100 Dollars ($1,586,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Lavretta Park – New Pickleball Courts (PR-073-22) 200 West Parkway Drive, Mobile, Alabama 36608, and , Hillsdale Park – New Pickleball Courts (PR-041-22) 558 East Felhorn Road, Mobile, Alabama 36608 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris president

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	117 Norton Ave Saraland , Al 36571
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO X Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 10/26/23

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $ 1,064,000.00 Date: 4/06/2023

Description PR-073-22 Concrete Pads - Pickle Ball Courts

Name of Bidder/Proposer: Harris Contracting Services Inc

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Helping hands		Labor + clean up	15,000.00	1.5%	Yes	
gulfsouth asphalt		Asphalt	40,000.00	4%	Yes	
Leblanc Construction LLC		Concrete	20,000.00	2%	Yes	
Hill trucking		N/A			No	
B+T Fencing		Fencing	65,000.00		NO	
Superior MASONRY		Block work	15,000.00	1.5%	Yes	
HAGAN Fencing		N/A			NO	
Strother		Pavilion + accessories	150,000.00	15%	~~Yes~~	
Hcl		rock + dirt Hauling	100,000.00	10%	Yes	

4/5/2021

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Arohnique.kidd@cityofmobile.org
261.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	117 Norton Ave Saraland , Al 36571
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO X Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 10/26/23

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $ 518,000.00 Date: ~~10/26/23~~

11 / 06 / 2023 Description PR-041-22 Hillsdale Park Pickle Ball Courts

Name of Bidder/Proposer: Harris Contracting Services Inc

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Helping hands		Clean up	10,000.00	2%	Yes	
gulfsouth asphalt		Asphalt	20,000.00	4%	Yes	
Leblanc Construction LLC		Concrete	15,000.00	3%	Yes	
Hill trucking		Demo	10,000.00	2%	No	
B+T Fencing		Fencing	40,000.00	8%	NO	
Hagan Super Masonry		Block work	10,000.00	2%	NO yes	
HCL		rock and dirt	25,000.00	5%	yes	
Struthers		janitorial, trash cans benches	75,000.00	15%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Harris Contracting Services, Inc.	
Entity ID Number	000 - 338 - 516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR- ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office	

Harris Contracting Services, Inc.	
cannot answer questions about or make changes to these reports.	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 896028

Approved by:

Employer	
Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	**Title**
Signature Electronically Signed	**Date** 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/27/2015

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 896028

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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 Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com
INSURED Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Crum & Forster Specialty Insurance INSURER B : Integon National Insurance Company INSURER C : StarStone National Insurance Company INSURER D : The Sheffield Fund / Evanston Insurance Co INSURER E : American Zurich Insurance Company INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR x Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS x HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	x UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	600-2024-34095-00	01-01-2024	12-31-2024	x PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk	x		ER74223843	01/01/2024	06/01/2024		$100,000

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

Project name: Hillsdale Park- New Pickleball Courts Project Number: PR-041-22
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <TG> Tracy Granade

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance	
INSURER B : Integon National Insurance Company	
INSURER C : StarStone National Insurance Company	
INSURER D : The Sheffield Fund / Evanston Insurance Co	
INSURER E : American Zurich Insurance Company	
INSURER F :	

INSURED: Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR [x] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2024-34095-00	01-01-2024	12-31-2024	[x] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk	x		ER74223843	01/01/2024	06/01/2024		$100,000

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

Project name: Lavertta Park New Pickleball Courts Project Number: PR-073-22
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **ER74223843**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Harris Contracting Services, Inc & The City of Mobile
5413 Lott Rd
Eight Mile, AL 36613

2. Producer Information:

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0095296
E Field Office Name
F Field Office Code

3. Policy Period – From: 01/01/2024 **To:** 01/01/2025
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure	$	
B) All covered property at all locations	$	
C) Rate	Per Report	
D) Premium	Per Report	
E) Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report	
F) **Total Fully Earned Policy Premium**	Per Report	

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
Old Shell Rd
Mobile, AL 36608

New Construction		
A) Any one building or structure	$	0
B) All covered property at all locations (same as A unless otherwise noted)	$	100,000
Remodeling		
D) Renovations and improvements	$	
E) Existing buildings or structures	$	
F) Rate	$	0.50
G) Premium	$	500.00
H) Total Taxes and Surcharges (per attached endorsement)	$	0.00
I) **Total Fully Earned Policy Premium** (minimum premium applicable)	$	500.00

6. Deductible: ☐$500 ☒$1,000 ☐$2,500 ☐$5,000 ☐Other

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: ER74223843
Policy Type: ☐ **Reporting Form (continuous policy) OR** ☒ **One Shot (non-reporting form/single structure policy)**

ADDITIONAL COVERAGES (COVERAGE FORM)	**LIMIT OF INSURANCE**
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$ 25,000
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 100,000
Increased Cost Of Construction	$ 100,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 100,000
i. Preservation Of Property	Included
j. Rewards	$ 25,000
k. Property At A Temporary Storage Location	$ 25,000
l. Property In Transit	$ 25,000
m. Claim Preparation Expense	$ 10,000
n. Contract Penalties	$ 25,000
OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)	
☐ **Business Income (HBIS-95)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ **Business Income And Extra Expense (HBIS-82)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ **Development Or Subdivision Fences, Walls And Signs (HBIS-58)**	$
☐ **Expediting Expense (HBIS-93)**	$
☐ **Extra Expense (HBIS-92)**	$
☐ **Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)**	$
☐ **Soft Costs Coverage (HBIS-88)**	$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ **Builders Risk Green Building (HBIS-96)**	
Limit Of Liability	$
"LEED® Building Rating"	

R E S O L U T I O N

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Harris Contracting Services, Inc.
Project Name:	Lavretta Park – New Pickleball Courts & Hillsdale Park – New Pickleball Courts
Project Number:	PR-073-22 & PR-041-22
Amount:	$1,586,000.00

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmen Cory Penn, William Carroll, C.J. Small and Joel Daves

Purpose and Scope of Project:

Engineering and Construction Inspection Services

Amount of Contract:

$539,070.00

Funding Source

Project # RSF24 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4834

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	1/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/4/2024 - 9:11 AM
Capital	Rhodes, Brenda	Approved	1/4/2024 - 11:44 AM
Legal	Kern, Chris	Approved	1/4/2024 - 1:02 PM
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:48 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 1,2,3 & 5
COM Project: 2024-3005-01

PROJECT #: C0919 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering and construction inspections services.

CONTRACT AMOUNT: $539,070.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 1/4/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmen Cory Penn, William Carroll, C.J. Small and Joel Daves

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

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

Name of Company: Sawgrass Consulting, LLC

Project Name: 2024 CIP Resurfacing City Council Districts 1,2,3 & 5 /COM Project# 2024-3005-01

Estimated Cost: $539,070.00

Adopted:

_____

City Clerk



2024 CIP RESURFACING
CITY COUNCIL DISTRICTS 1, 2, 3 & 5

PROJECT NO. 2024-3005-01

ENGINEER:

SAWGRASS CONSULTING, LLC



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

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

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **SAWGRASS CONSULTING, LLC**.

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

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

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

PROJECT – 2024 CIP RESURFACING-CITY COUNCIL DISTRICTS 1, 2, 3 & 5, City of Mobile Project No. 2024-3005-01. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

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

III. SCOPE OF WORK

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

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

A. Design Phase
B. Pre-Bid to Pre-Construction Phase
C. Construction Phase

A. DESIGN PHASE

1. General

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

2. Preliminary Engineering and General Requirements

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

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.

f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

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

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

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

j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

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

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

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

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

o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

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

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

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

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

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

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

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

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

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

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

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

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

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

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

C. CONSTRUCTION PHASE

1. Quality Assurance

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

2. Compliance with Plans and Specifications

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

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

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

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

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

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

3. PROJECT Observation/Inspection

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

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

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

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

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

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

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

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

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

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

k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

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

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

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

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and

binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

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

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

5. PROJECT Closeout

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

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

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

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

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

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

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

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

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

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

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed $164,270.00 (One Hundred Sixty-Four Thousand Two Hundred Seventy Dollars and Zero Cents).

   b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed $7,350.00 (Seven Thousand Three Hundred Fifty Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $337,450.00 (Three Hundred Thirty-Seven Thousand Four Hundred Fifty Dollars and Zero Cents).

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

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $30,000.00 (Thirty Thousand Dollars and No Cents).

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed $539,070.00 (Five Hundred Thirty-Nine Thousand Seventy Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and

employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

SAWGRASS CONSULTING, LLC

By: Stephen J Delahunty

Print: Stephen J. Delahunty, P.E.

Its: President

Address: 30673 Sgt E I Boots Thomas Drive

Spanish Fort, AL 36527

Telephone: 251.544.7900

STATE OF ALABAMA
CITY OF MOBILE

I, Tori Scheer, a Notary Public in and for said State and County, hereby certify that Stephen J. Delahunty, whose name as President of Sawgrass Consulting, LLC is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 29th day of December, 2023.

Tori Scheer
NOTARY PUBLIC

My Commission Expires: May 24 2026

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

EXHIBIT 'A' PROJECT LOCATION

Table A.1 Streets included by district

District 1	District 2	District 3	District 5
GRAHAM AVE	ADAMS ST	MACMAE DR	FAIRWAY DR
MCDONOUGH ST	N JOACHIM ST	RUNNELS RD	MAUVILLA DR
HIGHLAND DR	N CLAIBORNE ST	MOOT AVE	SULLIVAN AVE
GRAHAM AVE	N SCOTT ST	BUENA DR N	FARCOTT ST
OSAGE ST	N BAYOU ST	BUENA DR S	FARCOTT ST E
GWIN ST	CONTI ST	BUENA DR E	FARCOTT CT
SPRING ST	NEW JERSET ST	BUENA DR W	LOUISE DR N
DUBOSE ST	S BAYOU ST	RIVIERA DR N	LOUISE DR S
JOSEPHINE ST	MONTGOMERY ST	RIVIERA DR S	LOUISE DR W
SHERWOOD DR	MARYLAND ST	RIVIERA DR E	WESTGATE ST
SHERWOOD DR N	S JEFFERSON ST	RIVIERA DR W	RAND CT
SHERWOOD DR S	S PINE ST	JUANITA ST	JANWOOD DR
SHERWOOD DR E	S HALLETT ST	ODETTE AVE	JANE ST
SHERWOOD DR W	OAKLAND TER	GOODMAN AVE	BROADCAST DR
HILBURN DR	CAROLINE AVE	HULL ST	TELEVISION AVE
EXTER DR	S GEORGIA AVE	DANIELS RD N	MONTLIMAR CT
GRAF CT	MONTAUK AVE	DANIELS RD S	KINGSWAY
BLACKSHER CT	MCGILL AVE	DANIELS RD E	COUNTRY CLUB RD
LAUTEN CT	HANNON AVE	DANIELS RD W	SHEPARDS LN
LOURANDO DR N	MURRAY ST	COLEY DR	WESTGATE RD
LOURANDO DR W	DEMOUY AVE	SHORT OGBURNE AVE	
CHADWICK DR N		OGBURN AVE	
CHADWICK DR S		LONGBOW LN	
CHADWICK DR E		LEWIS AVE	
CHADWICK DR W		ROBIN HOOD DR	
CHADWICK CT		NOTTINGHAM DR S	
MAURY DR		NOTTINGHAM DR E	
HOGANS LN		NOTTINGHAM DR W	
LOUISIANE DR		YORKSHIRE RD	
HARPER ST		FRIAR LN	
COLVIN ST		MERRY LN	
EMOGENE PL		ARCHER LN	
		GOVERNMENT BLVD SERVICE RD	

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 CIP RESURFACING-CITY COUNCIL DISTRICTS 1, 2, 3 & 5,** City of Mobile Project No. **2024-3005-01.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **$5,800,000.00 [Five Million Eight Hundred Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **$539,070.00 [Five Hundred Thirty-Nine Thousand Seventy Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 1, 2, 3 & 5

FUNDING SOURCE: C0919 (CIP 2024 RESURFACING)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

SAWGRASS

2023 HOURLY RATES	
SENIOR PROJECT MANAGER	$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	$180.00 HOUR
PROFESSIONAL ENGINEER	$180.00 HOUR
STAFF ENGINEER	$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$100.00 HOUR
SURVEY MANAGER	$110.00 HOUR
ONE MAN SURVEY CREW	$120.00 HOUR
TWO MAN SURVEY CREW	$150.00 HOUR
THREE MAN SURVEY CREW	$175.00 HOUR
CADD DESIGNER	$110.00 HOUR
CADD TECHNICIAN	$ 95.00 HOUR
ADMINISTRATIVE	$65.00 HOUR

_____

Client Rep Initials

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase ..... $ 164,270.00

Pre-Bid to Pre-Construction Phase ..... $ 7,350.00

Construction Phase ..... $ 337,450.00

Base Contract Amount **$ 509,070.00**

Additional Services (If requested in writing by the City Engineer) ..... $ 30,000.00

Total Contract Amount including Additional Services **$ 539,070.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2023

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
HRT Insurance Group, LLC
6729-J Spanish Fort Blvd
Spanish Fort, AL 36527

CONTACT NAME: Jamie Owens
PHONE (A/C, No, Ext): (251)445-8300 FAX (A/C, No): (251)445-8303
E-MAIL ADDRESS: j.owens@hrtinsurancegroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Auto-Owners Insurance Company	18988
INSURER B :	Auto-Owners	18988
INSURER C :	Auto-Owners Insurance Company	26638
INSURER D :	Freberg Enviromental Insurance	524126
INSURER E :		
INSURER F :		

INSURED
Sawgrass Consulting, LLC
30673 Sgt E.I. Boots Thomas Dr
Spanish Fort, AL 36527-7648

COVERAGES CERTIFICATE NUMBER: 00002326-403667 REVISION NUMBER: 222

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	38999702	10/27/2023	10/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 10,000 2,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	5199970201	10/26/2023	10/26/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A106617560	10/26/2023	10/26/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional Liab.	N	Y	FEI-AEP-74310	09/04/2023	09/04/2024	Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: 2024 CIP Resurfacing City Council Districts 1, 2, 3 & 5
Project No: 2024-3005-01

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies.

CERTIFICATE HOLDER
City of Mobile
PO Box
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
(JCO)

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EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Stephen J. Delahunty (affiant) who, being duly sworn says as follows:

President/CEO of Sawgrass Consulting, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Sawgrass that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Sawgrass is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.

Stephen J. Delahunty

CEO of Sawgrass Consulting, LLC

Sworn to and subscribed before me this the 29 day of December, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Tori Scheer

Signature and Seal of Notary Public

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

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: Sawgrass Consulting, LLC	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION: 2024 CIP Resurfacing Project Number 2024-3005-01		**Estimated Completion Date:**

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)
$ 539,070.00	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
Isaiah Engineering	Design and Construction Services	$ 71,160.00	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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: Stephen J. Delahunty

SIGNATURE: Stephen J. Delahunty President (Title) 1/2/24 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archiaquo.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Sawgrass Consulting, LLC
Address	30673 Sgt E I Boots Thomas Drive, Spanish Fort, AL 36527
Telephone	251.544.7900
E-Mail	sdelahunty@sawgrassllc.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes [ ] No [X]
Work force demographics	Male ____ Female ____ Minority ____ Non-minority ____ SDVO ____
	Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephen J. Delahunty, P.E.

Signature: Stephen J. Delahunty Date: 12/29/23

Title: Partner/Owner

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: Lynn Tolbert Title: Comptroller

Email: ltolbert@sawgrassllc.com Phone: 251.544.7900

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:Avchnique.Judd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $ 539,070.00

12 29 2023 Description 2024 CIP Resurfacing Date:

Name of Bidder/Proposer: Sawgrass Consulting, 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
Isaiah Engineering	251.344.2022	Design and Construction Services	71,160.00	13.2%	YES	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Sawgrass Consulting, LLC

Contact Person: Stephen J. Delahunty, PE Phone 251.544.7900 Email sdelahunty@sawgrassllc.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 through the Alabama Department of Transportation UCP DBE Listing
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		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
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 in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

n/a		**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.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 621593

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Sawgrass (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 621593

Approved by:

Employer	
Sawgrass	
Name (Please Type or Print) Heather J McDonald	**Title**
Signature Electronically Signed	**Date** 12/04/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/04/2012

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 621593

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Sawgrass
Company Facility Address	30673 Sgt. E. I. Boots Thomas Drive Spanish Fort, AL 36527
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	273407212
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 621593

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 621593

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lynn D Tolbert
Phone Number	2515447900210
Fax	
Email	ltolbert@sawgrassllc.com

Name	Heather J McDonald
Phone Number	2515447900
Fax	2515447918
Email	hmcdonald@sawgrassllc.com

Company ID Number: 621593

This list represents the first 20 Program Administrators listed for this company.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Michael Linder, Council Attorney

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	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 2:13 PM

14-1101 2023

A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

Sponsored by: Councilmember Carroll, District 2

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

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the attached application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Butler Complete Services, LLC, for clearing drainage ditch from Eslava Creek Parkway to McVay Drive South.
General fund.

Amount of Contract:

$405,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240102 Butler Agenda Package POs	Cover Memo	1/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:45 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
3294	2024	(2086F) FLOOD CONTROL	CLEAR DRAINAGE DITCH FROM ESLAVA CREEK PKWY TO MCVAY DR S (SEALED BID 5824)	$405,000.00	(297507) BUTLER COMPLETE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003294-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC 2808 GASLIGHT LN EAST MOBILE, AL 36695 Tel#2515917278 Fax 2512877525	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 ASHLEY.ADAMS@CITYOFMOBILE.ORG Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/23	297507				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
001	DITCH CLEANING - ESLAVA CREEK PKWY - MCVAY DR S. BID 5824	1.00 EACH	405000.00000	405000.00
1	1000.40.20.2070.2086.2070.0000.0000.42155.			405000.00

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 405000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155. PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE	405000.00	5664153.08

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

Activity	Date	Clerk	Comment
Approved	01/02/24	SHONNDA SMITH	Auto approved by: 910518527
Approved	01/02/24	JAMES DELAPP	

Bill To	Requisition 00003294-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
BUTLER COMPLETE SERVICES LLC 2808 GASLIGHT LN EAST MOBILE, AL 36695 Tel#2515917278 Fax 2512877525	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 ASHLEY.ADAMS@CITYOFMOBILE.ORG Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/23	297507				FLOOD CONTROL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/02/24	CHERI BOUCHER		Auto approved by: 910518527	
	Approved	01/02/24	CASI CALLAWAY		Auto approved by: 910518527	
	Approved	01/02/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/02/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/02/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/02/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/02/24	JOHN PAINE			
	Approved	01/02/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5824
DITCH CLEANING SERVICES

	HUGHES 360	HUGHES COMPANIES	INVASIVE MGMT	BEST PRICE SERVICES	BUTLER COMPLETE SERVICES
GREENTREE RD S - MCPHERSON ST	$248,000.00		$325,000.00	$240,000.00	$335,000.00
SPRING CREEK CIRCLE - DEMOTROPOLIS RD	$248,000.00		$350,000.00	$230,000.00	$355,000.00
ESLAVA CREEK PKWY - MCVAY DR S		$725,000.00	$415,000.00	$440,000.00	$405,000.00
EXECUTIVE PARK DR - BANKHEAD PLACE		$625,000.00	$415,000.00	$380,000.00	$410,000.00

*ABOVE TO BE AWARDED PER LOCATION

*BELOW TO BE AWARDED ALL OR NONE

COLLEGE LANE S - MOORE CREEK	$250,000.00		$375,000.00	$130,000.00	$415,000.00
DEMOTOROPLIS RD - I-65	$275,000.00		$375,000.00	$260,000.00	$140,000.00
TOTAL	$525,000.00		$750,000.00	$390,000.00	$555,000.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/10/2023	**5824**	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, July 28, 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

DITCH CLEANING SERVICES

Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches.

City wants the work to be completed within 60 days after the issuance of the Purchase Order.

MAP 1
- Green Tree Road South to McPherson Street
- Spring Creek Circle to Demetropolis Road

MAP 2
- Eslava Creek Parkway to McVay Drive North
- Executive Park Drive to Bankhead Place

THE ABOVE TO BE AWARDED ON A PER LOCATION (DITCH) BASIS

THE FOLLOWING TO BE AWARDED ALL OR NONE

MAPS 3, 3A, AND 3B
- College Lane South to Moore Creek
- Demotropolis Road to I-65

Ditches will be cleaned as per the following and attached information.

A <u>mandatory</u> pre-bid meeting will be held at 9:00 am on Wednesday, July 19, 2023 at the Public Works offices at 1900 Hurtel Street, second floor meeting room.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

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

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

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.

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

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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	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 is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5824**.

Here is the link for map images:

https://maps.cityofmobile.org/bids/5824/index.html

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, July 28, 2023**, or the **Bid #5823.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, July 28, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

				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 5 of 5 Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. Any bids delivered after **12:01 P.M., Friday, July 28, 2023** will be returned unopened. 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. **For questions about this bid submit your questions by E-mail to 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.

PRICING

MAP 1

Green Tree Road South to McPherson Street $_____

Spring Creek Circle to Demetropolis Road $_____

MAP 2

Eslava Creek Parkway to McVay Drive North $_____

Executive Park Drive to Bankhead Place $_____

THE ABOVE TO BE AWARDED ON A PER LOCATION (DITCH) BASIS

THE FOLLOWING TO BE AWARDED ALL OR NONE

MAPS 3, 3A, AND 3B

College Lane South to Moore Creek $_____

Demotropolis Road to I-65 $_____

STORMWATER DRAINAGE DITCH CLEANING

DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4" to 6"

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

4. FIELD DOCUMENTATION

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

5. ACCESS

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

6. TRAFFIC CONTROL

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

7. ADDITIONAL REQUIREMENTS

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

8. SAFETY

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

9. PAYMENT

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

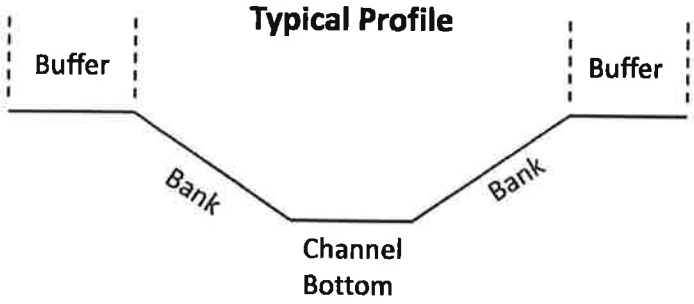
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. The penalty for exceeding the 60-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
4. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

10. PERFORMANCE

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

Trapezoidal Ditch Maintenance Standards



Note: *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.



Buffer Area Encroachments



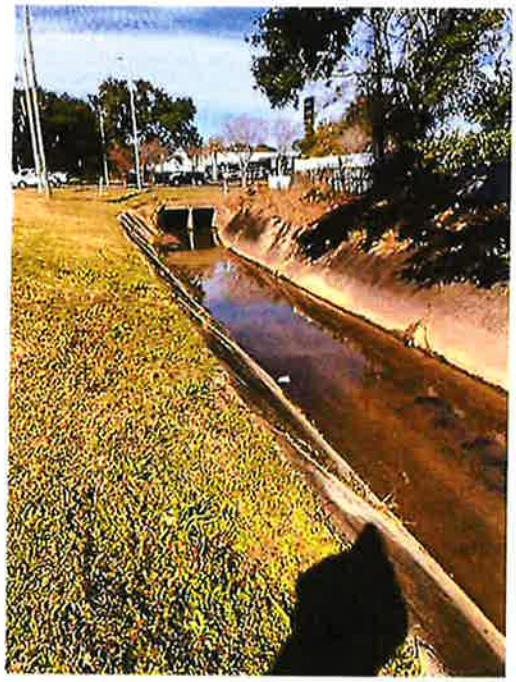
Slope and Bank Obstructions





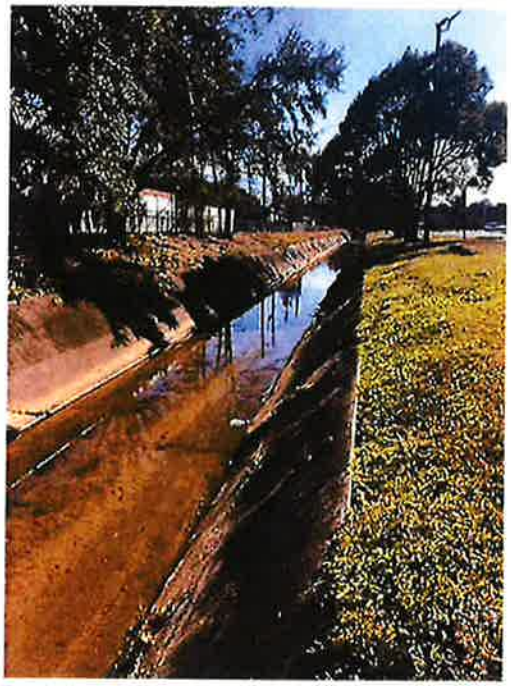
Trapezoidal Ditch Maintenance Standards

Expected Condition After Maintenance

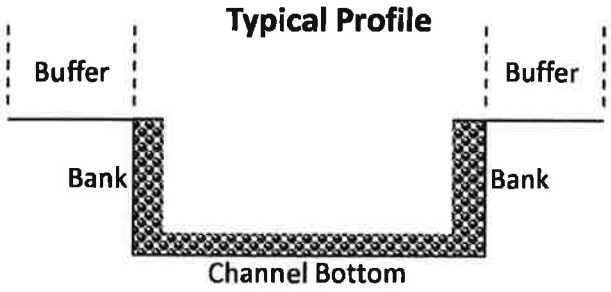








Gabion Ditch Maintenance Standards

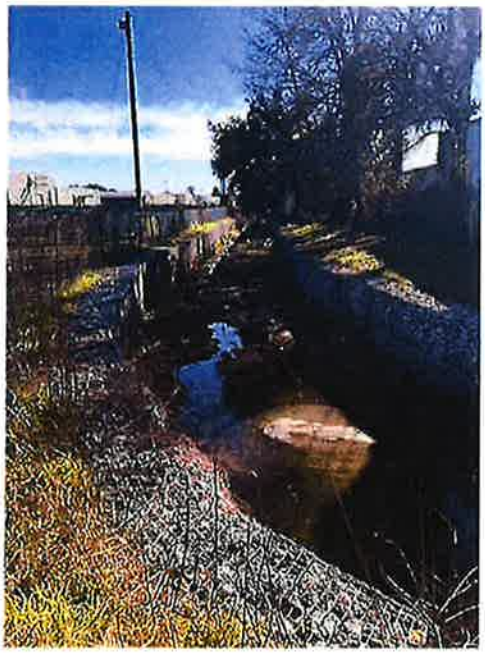


Note: *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

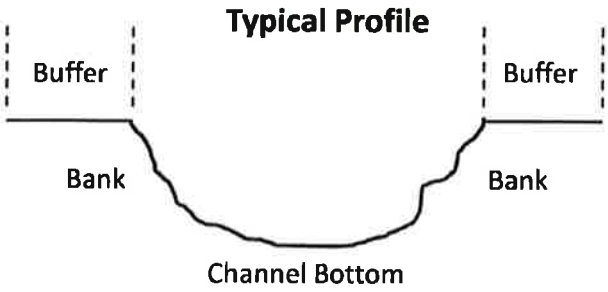




Gabion Ditch Maintenance Standards

Expected Condition After Maintenance

Earthen Ditch Maintenance Standards



Note: *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.





Earthen Ditch Maintenance Standards

Expected Condition After Maintenance





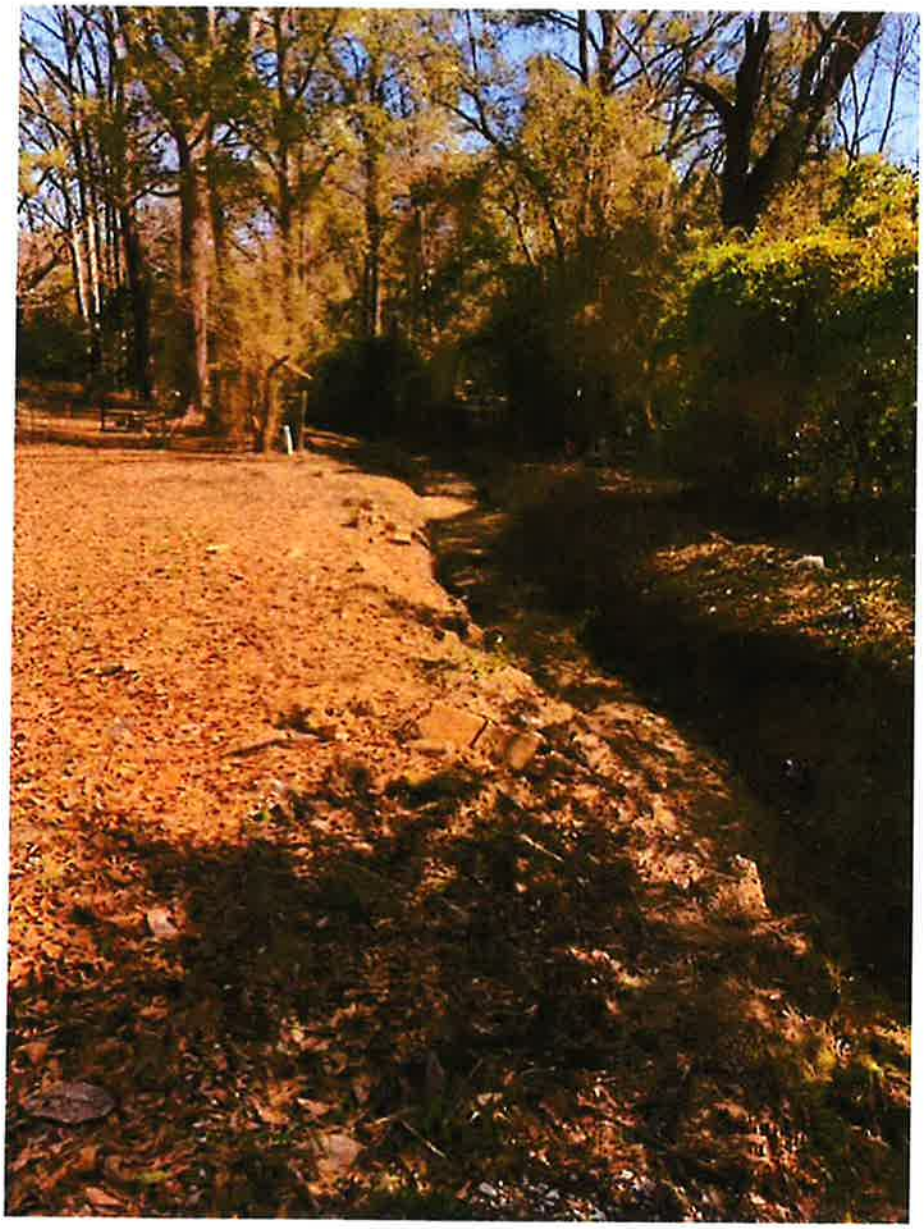






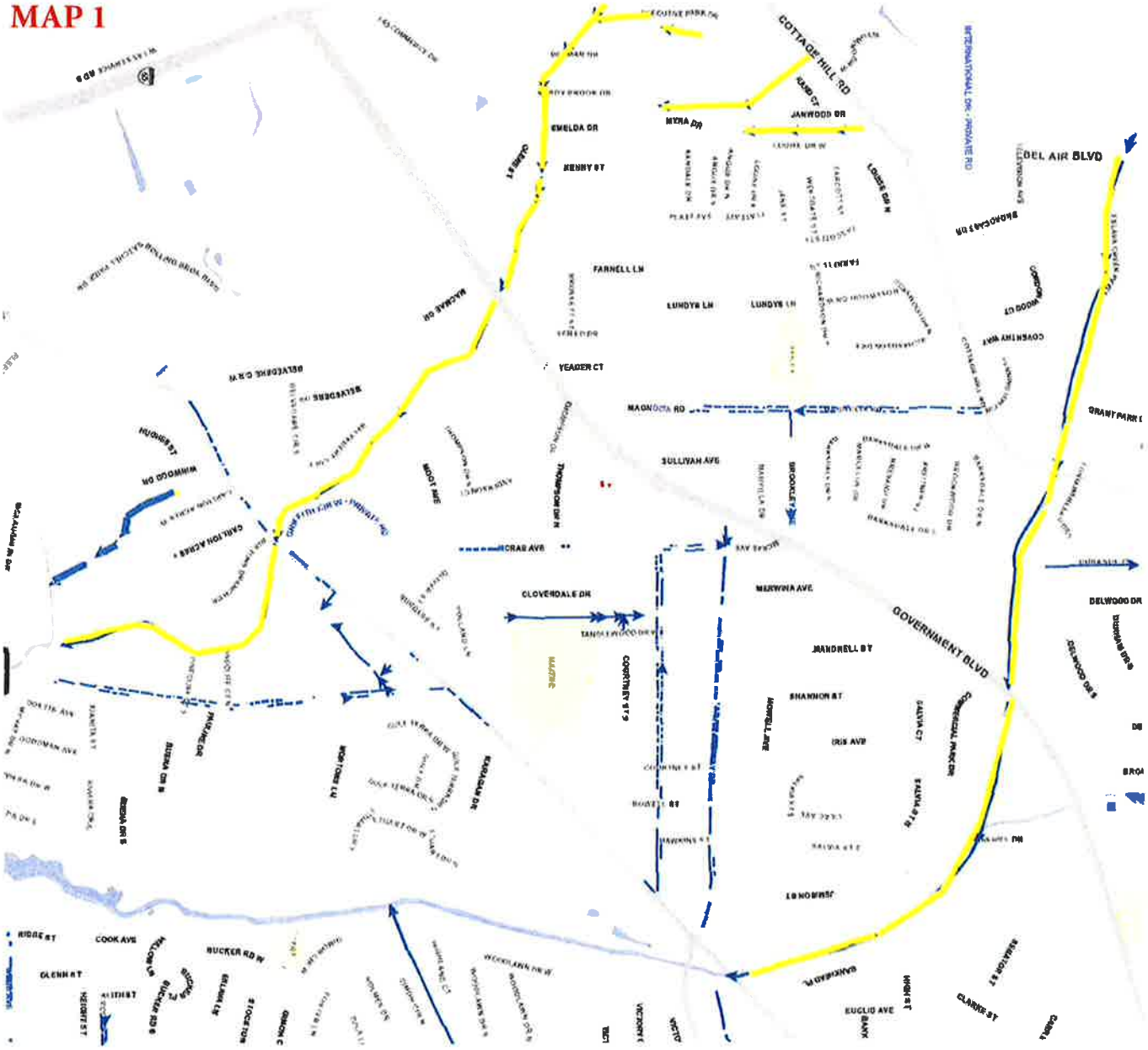








MAP 1


COTTAGE HILL RD
DEL AIR BLVD
GOVERNMENT BLVD
EMELDA DR
KENNY ST
FARNELL LN
LUNDYS LN
YEADER CT
MAGNOLIA RD
SULLIVAN AVE
CRAB AVE
CLOVERDALE DR
MARWIN AVE
JANDRELL ST
SHANNON ST
IRIS AVE
DELWOOD DR
GRANT PARK
COOK AVE
GLENN ST
BUCKER RD W
EUCLID AVE
CLARKE ST
MAIN ST


COTTAGE HILL RD
PLEASANT VALLEY RD
DOWNTOWNER LOOP S
DOWNTOWNER BLVD
MONTCLAIR DR
LAKESIDE DR
HOLYHEAD
SPRINGDALE

MAP 2

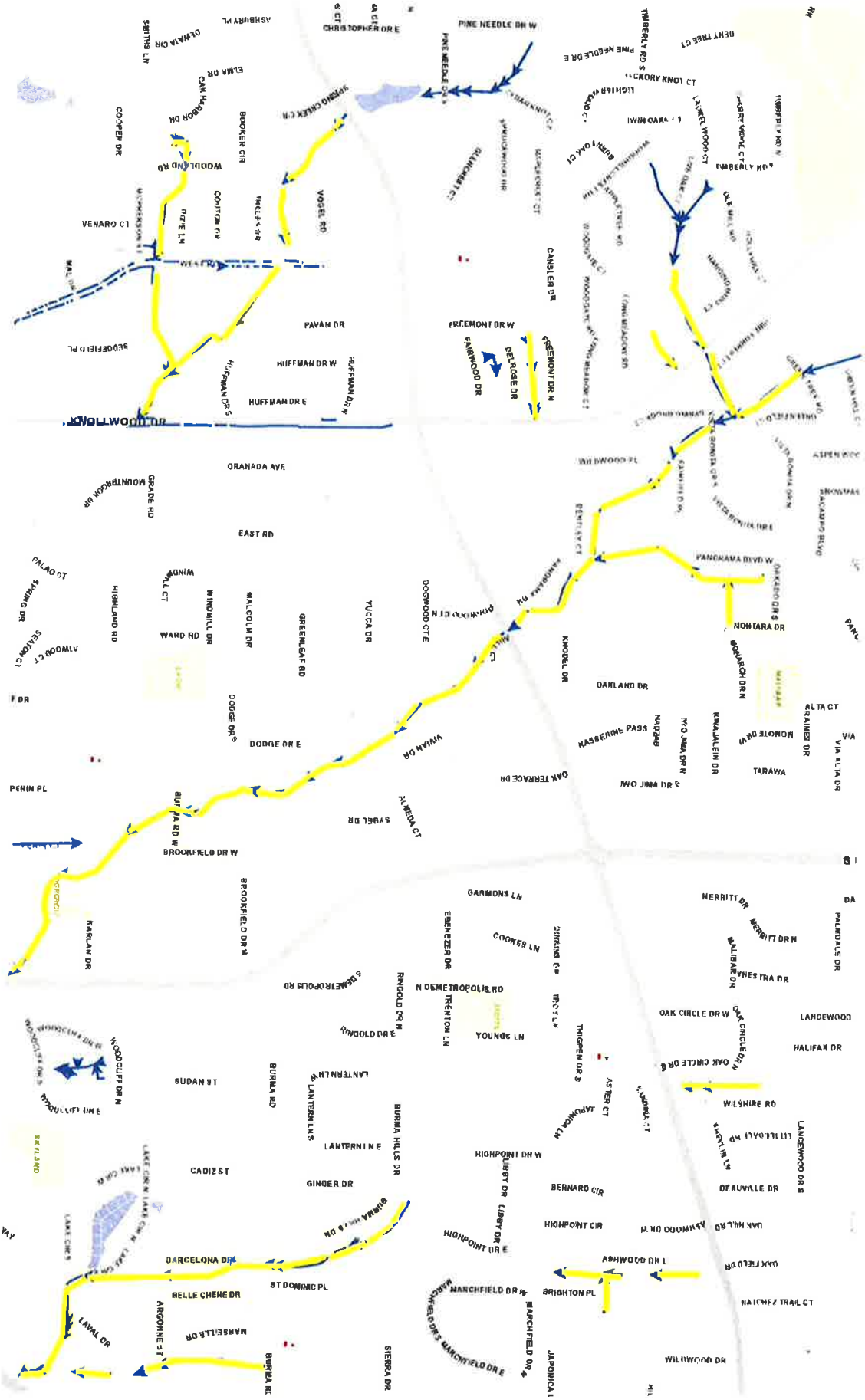


MAP 3

MAP 3A


AZALEA RD
GOVERNMENT BLVD
Horse Lakes Country Club
AZALEA RD
RUE LN

MAP 3B


PINE NEEDLE DR W
CHRISTOPHER DR E
COOPER DR
BOOKER CIR
WOODLAND RD
VOGEL RD
VENARO CT
PAVAN DR
HUFFMAN DR W
HUFFMAN DR E
FREEMONT DR W
FREEMONT DR N
FAIRWOOD DR
DELROSE DR
CANSLER DR
ORANADA AVE
EAST RD
GRADE RD
MOUNTBROOK DR
PANORAMA BLVD W
MONTARA DR
OAKLAND DR
HIGHLAND RD
WARD RD
MALCOLM DR
GREENLEAF RD
YUCCA DR
DODGE DR E
VIVIAN DR
PERIN PL
BROOKFIELD DR W
BROOKFIELD DR N
ALMEDA CT
KARLAN DR
GARMONS LN
COOKES LN
ESENEZER DR
N DEMETROPOLIS RD
TRENTON LN
YOUNGS LN
RINGOLD DR N
RINGOLD DR E
MERRITT DR
MERRITT DR N
PALMDALE DR
OAK CIRCLE DR W
OAK CIRCLE DR N
LANCEWOOD
HALIFAX DR
WILSHIRE RD
SUDAN ST
BURMA RD
LANTERN LN E
LANTERN LN W
BURMA HILLS DR
GINGER DR
CADIZ ST
HIGHPOINT DR W
HIGHPOINT DR E
HIGHPOINT CIR
BERNARD CIR
LIBBY DR
DEAUVILLE DR
ASHWOOD DR E
ASHWOOD DR W
OAK HILL RD
OAK FIELD DR
NATCHEZ TRAIL CT
BARCELONA DR
ST DOMINIC PL
BELLE CHENE DR
MARSEILLE DR
ARGONNE ST
LAVAL DR
MARCHFIELD DR W
MARCHFIELD DR E
BRIGHTON PL
WILDWOOD DR
SIERRA DR
JAPONICA LN
ASTER CT
TIMBERLY RD S
TIMBERLY RD N
LAUREL WOOD CT
WOODCLIFF DR N
WOODCLIFF DR E
LAKE CIR N
LAKE CIR E
LAKE CIR S
SKYLAND
WAY

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:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2024 Chevrolet Tahoe PPV SUV for Animal Services.
Motor Pool expense

Amount of Contract:

$50,357.04

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240102 Donohoo Agenda Package POs	Cover Memo	1/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:45 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
3016	2024	(F7000) MOTOR POOL	2024 CHEVROLET TAHOE PPV SUV FOR ANIMAL SERVICES (SEALED BID 5840, NEGOTIATED PRICE W/VENDOR)	$50,357.04	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003016-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV FOR ANIMAL SHELTER AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE VEHICLE TO INCLUDE THE FOLLOWING : 6C7 DOME LIGHT 6J3 WIRING 6J4 WIRING WHELEN AGNES SPOTLIGHT DELIVERY TO THE CITY OF MOBILE Additional Description Notes ---------- LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE. REQUESTED BY ANIMAL SHELTER	1.00 EACH	49106.00000	49106.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01546 .VEHICLEEXP. .			49106.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

Bill To	Requisition 00003016-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	KEYS VEDNOR TO PROVIDE 2 SETS OF KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY	2.00 EACH	274.52000	549.04
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01546 .VEHICLEEXP. .			549.04
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE	1.00 EACH	702.00000	702.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120.			

Bill To	Requisition 00003016-00 FY 2024
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 3

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/14/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
E	MP01546 .VEHICLEEXP. .			702.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 50357.04

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

Account	Amount	Remaining Budget
E MP01546 .VEHICLEEXP. .	50357.04	11388.22

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	50357.04	20846809.26

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/15/23	CHARLES SUMRALL	Approve Spec
Approved	01/02/24	SHONNDA SMITH	Auto approved by: 910518527

Bill To	Requisition 00003016-00 FY 2024
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 4

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/14/23	293039				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/02/24	JAMES DELAPP			
	Approved	01/02/24	CHERI BOUCHER		Auto approved by: 910518527	
	Approved	01/02/24	CASI CALLAWAY		Auto approved by: 910518527	
	Approved	01/02/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/02/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/02/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/02/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/02/24	JOHN PAINE			
	Approved	01/02/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

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

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

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 thisrequirement 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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email 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:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProtecVideo LLC for annual renewal of telementry software and cloud storage services for MPD Cyber.
American Rescue Plan expense

Amount of Contract:

$210,415.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240104 Protec Agenda Package POs	Cover Memo	1/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:45 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
3376, 3378, 3380	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF TELEMETRY SOFTWARE AND CLOUD STORAGE SERVICES FOR MPD CYBER (EXEMPT FROM BID AS SOFTWARE)	$210,415.00	(294102) PROTECVIDEO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003376-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER INVOICE #7417 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: Additional Description Notes --- SERVICE: SRV001 CONTRACT SERVICE: SUBSCRIPTION SERVICE LICENSING (SOFTWARE/ACCESS) Vendor Item Inventory Item/Loc 1723	27.00 EACH	1425.00000	38475.00
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			38475.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To	Requisition 00003376-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 38475.00

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

Account	Amount	Remaining Budget
E G-ARPCVIP .OPERSUPPLS. .	38475.00	672597.59

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

Account	Amount	Remaining Budget
5028.10.00.0000.0000.0000.0000.0000.44010.	38475.00	

ARP GRANT EXP OFFICE SUPPLIES

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

Activity	Date	Clerk	Comment
Unknown	01/02/24	LAPORTSIA NETTLES	
Approved	01/02/24	DONNA BRYARS	Auto approved by: 910520251
Approved	01/02/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	01/02/24	CODY SCOTT	Auto approved by: 910520251
Approved	01/02/24	NEJIBA BEN GHORBAL	Auto approved by: 910520251
Approved	01/02/24	LAPORTSIA NETTLES	
Approved	01/02/24	RANDY THREADGILL	Auto approved by: 910520251
Approved	01/02/24	DONALD ROSE	Auto approved by: 9105fola
Approved	01/02/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/02/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/02/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	01/02/24	JOHN PAINE	Auto approved by: 9105fola
Approved	01/02/24	MICHAEL SPAFFORD	Auto approved by: 9105fola

Bill To	Requisition 00003376-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
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
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 01/02/24 ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003378-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
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
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER INVOICE #7416 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: Additional Description Notes	124.00 EACH	1100.00000	136400.00
	Service: SRV001 Contract Service: PTV Traditional License Renewal (Software/Access) Vendor Item Inventory Item/Loc 1723			
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			136400.00

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

Deliver To
GULF COAST TECHNOLOGY CENTER

Bill To	Requisition 00003378-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 136400.00

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

Account	Amount	Remaining Budget
E G-ARPCVIP .OPERSUPPLS. .	136400.00	672597.59

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

Account	Amount	Remaining Budget
5028.10.00.0000.0000.0000.0000.0000.44010.	136400.00	

ARP GRANT EXP OFFICE SUPPLIES

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

Activity	Date	Clerk	Comment
Unknown	01/02/24	LAPORTSIA NETTLES	
Approved	01/02/24	DONNA BRYARS	Auto approved by: 910520251
Approved	01/02/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	01/02/24	CODY SCOTT	Auto approved by: 910520251
Approved	01/02/24	NEJIBA BEN GHORBAL	Auto approved by: 910520251
Approved	01/02/24	LAPORTSIA NETTLES	
Approved	01/02/24	RANDY THREADGILL	Auto approved by: 910520251
Approved	01/02/24	DONALD ROSE	Auto approved by: 9105fola
Approved	01/02/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/02/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/02/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	01/02/24	JOHN PAINE	Auto approved by: 9105fola
Approved	01/02/24	MICHAEL SPAFFORD	Auto approved by: 9105fola

Bill To	Requisition 00003378-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 01/02/24 ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003380-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
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
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER INVOICE #7418. 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: Additional Description Notes	151.00 EACH	140.00000	21140.00
	Service: SRV001 Contract Service: Contract Service: Subscription Service Licensing (software/access) Vendor Item Inventory Item/Loc 1723			
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			21140.00

Bill To	Requisition 00003380-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	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			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Service: SRV001 Contract Service: Cloud storage for remote telemetry Vendor Item Inventory Item/Loc 1723	9.00 EACH	450.00000	4050.00
	1 5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			4050.00

Bill To	Requisition 00003380-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
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
12/28/23	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			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Service: SRV001 Contract Service: Direct Compliance Archive Vendor Item Inventory Item/Loc 1723	9.00 EACH	1150.00000	10350.00
	1 5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			10350.00

Bill To	Requisition 00003380-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	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 35540.00

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

Account	Amount	Remaining Budget
E G-ARPCVIP .OPERSUPPLS. .	35540.00	672597.59

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

Account	Amount	Remaining Budget
5028.10.00.0000.0000.0000.0000.0000.44010.	35540.00	

ARP GRANT EXP OFFICE SUPPLIES

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

Activity	Date	Clerk	Comment
Unknown	12/29/23	LAPORTSIA NETTLES	
Unknown	01/02/24	LAPORTSIA NETTLES	
Approved	01/02/24	DONNA BRYARS	Auto approved by: 910520251
Approved	01/02/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	01/02/24	CODY SCOTT	Auto approved by: 910520251

Bill To	Requisition 00003380-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

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
12/28/23	294102				POLICE CYBER DIVISION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/02/24	NEJIBA BEN GHORBAL		Auto approved by: 910520251	
	Approved	01/02/24	LAPORTSIA NETTLES			
	Approved	01/02/24	RANDY THREADGILL		Auto approved by: 910520251	
	Approved	01/02/24	DONALD ROSE		Auto approved by: 9105fola	
	Approved	01/02/24	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	01/02/24	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	01/02/24	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	01/02/24	JOHN PAINE		Auto approved by: 9105fola	
	Approved	01/02/24	MICHAEL SPAFFORD		Auto approved by: 9105fola	
	Approved	01/02/24	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S .Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to STONS, Inc for annual renewal of Monday.com work management software for MPD Cyber.
General fund.

Amount of Contract:

$52,668.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240103 Stons Agenda Package POs	Cover Memo	1/3/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:46 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
3358	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF MONDAY.COM WORK MANAGEMENT SOFTWARE FOR MPD CYBER (EXEMPT FROM BID AS SOFTWARE)	$52,668.00	(297526) STONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003358-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STONS INC	GULF COAST TECHNOLOGY CENTER
2035 LINCOLN HIGHWAY	455 ST LOUIS ST. SUITE 2300
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#6468755499	
	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
12/28/23	297526				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE GSA #GS35F153GA.			
	RENEWAL OF EXISTING SOFTWARE (YEAR 3).			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	140.00 EACH	376.20000	52668.00
	Additional Description Notes			
	Monday.com ent seats (YEAR 3) Dec 25 2023-Dec 24 2024			
	QTY: 140			
	COST EACH: $376.20			
	1 Customer success plan Gold Package			
	Cost: Included			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			52668.00

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

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

Bill To	Requisition 00003358-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/23	297526				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 52668.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	52668.00	13002581.76
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	01/02/24	DONALD ROSE	Auto approved by: 9105fola
Approved	01/02/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	01/02/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	01/02/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	01/02/24	JOHN PAINE	Auto approved by: 9105fola
Approved	01/02/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	01/02/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Join Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve a three year contract with Yamaha Golf Car Company for rental of golf cars for Azalea City Golf Course.

Azalea City Golf Course expense

Amount of Contract:

NTE $275,000

Effective Date of Contract:

1/1/2024

Funding Source

Project # **Discretionary Funds**

Project String 61306130 50020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Azalea Golf Carts	Cover Memo	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/28/2023 - 11:57 AM 1/4/2024 - 2:55

Legal	Kern, Chris	Approved	PM
Legal	Kern, Chris	Approved	1/4/2024 - 2:56 PM
Mayors Office	Montgomery, Brandi	Approved	1/4/2024 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Yamaha Golf Car Company, in an amount not to exceed $275,000, for three years for golf car rental services for the Azalea City Golf Course, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Service Contracts over $30,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile
Golf Car Rentals for Azalea City Golf Course

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____., 20_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Yamaha Golf-Car Company (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. To the extent any term in Exhibit A is inconsistent with a provision of this agreement the provision of this agreement shall govern.

Lease to The City of Mobile Yamaha Golf Carts for use at the Azalea City Gulf Course for a 3 year (36 month) period.

ARTICLE 2. **Insurance:** For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a General Liability insurance - public liability, including premises, products and complete operations.

i) Bodily injury liability: $250,000 each person; $500,000 each occurrence

ii) Property damage liability - $100,000 each occurrence.

iii) Or, in lieu of (i) and (ii) above: Bodily injury and property damage combined -$500,000 per occurrence.

b Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.
   i) Bodily injury liability:$250,000 each person; $500,000 each occurrence
   ii) Property damage liability - $100,000 each occurrence.
   iii) Or, in lieu of (i) and (ii) above: Bodily injury and property damage combined -$500,000 per occurrence

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

c. Professional liability insurance: Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by either Party of any of its obligations under the terms of this Agreement, the other Party has the right to terminate the Agreement and if in the case of Provider breaching, the City shall pay only for work successfully performed.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's

costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. **Licenses, permits, etc.:** Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider 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 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. 0. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: Either Party may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the attention of the legal department at the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower - Room 408S, 205 Government Street, Mobile, AL 36602, or P. 0. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. 0. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Legal Department
Yamaha Golf-Car Company
1270 Chastain Road
Kennesaw, GA 30144

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Provider 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 16. Signatures:

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

PROVIDER, Yamaha Golf Car Company

Jeff Jungers ,Its District Sales Manager (title)

11/22/23 Date

State of GA

Cobb County

I, Charlene B. Seymour a Notary public in and for said County, in said State, hereby certify that Jeff Jungers ,whose name as District Sales Manager of Yamaha Golf Car Company, a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as District Sales Manager (corporate title) as aforesaid. Given under my hand this the 22nd day of Dec., 2023

CHARLENE B. SEYMOUR NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA April 20, 2025

Charlene B. Seymour
Notary Public

My Commission expires on: April 20, 2025

CITY OF MOBILE,

William S. Stimpson, Mayor Date

ATTEST:

City Clerk Date

YAMAHA
FINANCIAL SERVICES

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Phone: (800) 551-2994 Fax (714) 761-7363

November 16, 2023

CITY OF MOBILE
1000 GAILLARD DR.
MOBILE, AL 36608

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 80-DR2E AC GOLF CARS. The documents enclosed in the package include the following:

Equipment Schedule # 217359
Request for Insurance
Certificate of Acceptance
Invoice For First Payment

OTHER

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Lisa Ibarra

Yamaha Motor Finance Corporation

YAMAHA
FINANCIAL SERVICES

EQUIPMENT SCHEDULE

EQUIPMENT SCHEDULE # 217359
Dated: November 16, 2023

1. This Schedule covers the following property ("Equipment"):
   80-DR2E AC GOLF CARS

2. Location of Equipment:
   AZALEA CITY GOLF COURSE
   1000 GAILLARD DRIVE
   MOBILE, AL 36608

3. The initial Term shall be **36** months from the date of delivery of the equipment under section 4 of the Lease.

4. The Lease Terms for the Equipment described herein shall commence upon the date of delivery of the equipment to lessee (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and the amounts as follows:

Term	Payment	Frequency of Payment	Approval Expiration Date
36	$7,280.00	Monthly	April 1, 2024

Payment Date:
If your date of delivery is on or between the 2nd and the 14th day of a calendar month, then your payment date will be the 15th of the month. If your date of delivery is on or between the 15th and the last day of a calendar month, then your payment date will be the 1st of the following month. This document is valid and effective from **February 1, 2024** until **April 1, 2024**.

5. Other Terms:
Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated December 20, 2017 between parties (the "Lease").
Yamaha Motor Corporation, U.S.A., Lessor and its subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of the executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of tis Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones baring the manually executed signature of Lessor. The Lessee, by making any payment required under this lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All of the terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part of hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule, and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: _____
Signature of Authorized Signer

Name: _____
Print Name

Title: _____

LESSEE: CITY OF MOBILE

By: _____
Signature of Authorized Signer

Name: _____
Print Name

Title: _____

YAMAHA
FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE : AZALEA CITY GOLF COURSE
EQUIPMENT SCHEDULE # 217359

AZALEA CITY GOLF COURSE **Initialed By** _____

Yield:6.280%

Mon #	Due Date	Payment	Interest
1	02/01/2024	7,280.00	2,323.24
2	03/01/2024	7,280.00	2,298.26
3	04/01/2024	7,280.00	2,273.15
4	05/01/2024	7,280.00	2,247.91
5	06/01/2024	7,280.00	2,222.55
6	07/01/2024	7,280.00	2,197.07
7	08/01/2024	7,280.00	2,171.45
8	09/01/2024	7,280.00	2,145.70
9	10/01/2024	7,280.00	2,119.83
10	11/01/2024	7,280.00	2,093.82
11	12/01/2024	7,280.00	2,067.68
12	01/01/2025	7,280.00	2,041.41
13	02/01/2025	7,280.00	2,015.01
14	03/01/2025	7,280.00	1,988.48
15	04/01/2025	7,280.00	1,961.81
16	05/01/2025	7,280.00	1,935.01
17	06/01/2025	7,280.00	1,908.07
18	07/01/2025	7,280.00	1,881.00
19	08/01/2025	7,280.00	1,853.79
20	09/01/2025	7,280.00	1,826.44
21	10/01/2025	7,280.00	1,798.96
22	11/01/2025	7,280.00	1,771.33
23	12/01/2025	7,280.00	1,743.57
24	01/01/2026	7,280.00	1,715.67
25	02/01/2026	7,280.00	1,687.62
26	03/01/2026	7,280.00	1,659.44
27	04/01/2026	7,280.00	1,631.11
28	05/01/2026	7,280.00	1,602.64
29	06/01/2026	7,280.00	1,574.03
30	07/01/2026	7,280.00	1,545.28
31	08/01/2026	7,280.00	1,516.37
32	09/01/2026	7,280.00	1,487.33
33	10/01/2026	7,280.00	1,458.13
34	11/01/2026	7,280.00	1,428.79
35	12/01/2026	7,280.00	1,399.30
36	01/01/2027	7,280.00	1,369.66
	Totals:	**262,080.00**	**66,960.92**

FINANCIAL SERVICES
Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT: _____ **November 16, 2023**

ADDRESS: _____

_____ ***Please Reference our Quote#:*** **217359**

_____

PHONE: _____

FAX/EMAIL: _____

RE: AZALEA CITY GOLF COURSE **(Customer) Account #:** _____

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., it's successors and assigns named as **LOSS PAYEE.**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than $1000,000.00 combined single limit.**

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
Attn: Commercial Finance Group
6555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

80-DR2E AC GOLF CARS

_____

_____

CITY OF MOBILE
(Customer)

Equipment Location:

1000 GAILLARD DRIVE

MOBILE AL, 36608

By: _____
(Signature of Authorized Officer)

Title _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No **217359**
dated **November 16, 2023** to the Master Lease Agreement dated
December 20, 2017 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and **CITY OF MOBILE** (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QTY/EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
80-DR2E AC GOLF CARS	See Attachment	New	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF MOBILE
as Lessee

By: _____

Name: _____

Title: _____

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 217359

Date Prepared: 11/16/2023

CITY OF MOBILE
1000 GAILLARD DR.
MOBILE, AL 36608

Due Date	Quote No	Description	Amount Due
	217359	80-DR2E AC GOLF CARS, Located at: AZALEA CITY GOLF COURSE	
02/01/2024		Payment	$7,280.00
		Payment Tax	$0.00
		YOUR ACCOUNT BALANCE IS ----------	$7,280.00

Please return the bottom portion with your remittance. Include the lease number on your check.
FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 217359

Date Prepared: 11/16/2023

Payment for:

CITY OF MOBILE
1000 GAILLARD DR.
MOBILE, AL 36608

217359

$_____ *Amount Paid*

_____ *Date Paid*

#_____ *Check Number*

EXHIBIT A

Purchasing Department – City of Mobile

205 Government St. – 4th Floor, Room S-408

Mobile, AL 36644

RE: Leased Golf Cars for Azalea City Golf Course

For purposes of this bid (5839), Yamaha Golf-Car Company which is the vendor of the golf car. Yamaha Motor Corporation, USA (Lessor) will be the financing entity for the lease of golf cars to the City of Mobile for this bid.

NOTE: (1). Personal Property Taxes have not been included within the payment quoted. Section 12 of the Included Master Municipal Lease Document, it will be the responsibility of the City of Mobile (Lessee) to reimburse Yamaha for any Personal Property Taxes that are assessed on the equipment provided to the City under the lease agreement.

NOTE: (2). The City of Mobile shall be responsible for all damage / loss to the equipment, beyond normal wear and tear or warrantable items, as specified in the Master Municipal Lease Agreement and not covered otherwise by insurance or warranty.

NOTE: (3). "Insurance" has not included within the payments quoted. It is the responsibility of the City of Mobile to provide coverage acceptable to Yamaha Motor Corporation, USA and to provide Yamaha with a copy of the same. It matters not to Yamaha the deductible that the City of Mobile carries within its policy.

NOTE: (4). The attached current lease document which was agreed by both the city & Yamaha Commercial Finance is hereby incorporated and made a part of this bid. YCF will again use this template Any conflict between the Bid Invitation and the Final Lease Documents, upon request from the City, are to be addressed and mutually agreed in writing by both parties prior to the start of the lease.

NOTE: (5). Yamaha Golf Car Company will provide factory direct service to Azalea City Golf Course. Bill Molitorisz, the courses former factory service tech from previous leases who is based in Pensacola will once again coordinate with Lawrence Auer (Head Professional) on a set-schedule that is mutually agreed upon. Cart Dr., the Mobile area authorized Yamaha dealership will be available for all emergency service calls.

NOTE: (6). Attached is a 2024 Year Model warranty for the fleet car as well as a 2024 Trojan battery warranty statement.

Jeff Jungers – District Sales Manager

Yamaha Golf-Car Company

1270 Chastain Rd NW, Kennesaw, GA 30144

(404) 819-9858 – Jeff_Jungers@Yamaha-Motor.com

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

/ped by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/28/2023	5839	GOLF COURSE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 AM., Friday, September 22, 2023

JANTITY	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.					
80	**WHEEL ELECTRIC GOLF CARTS** The City of Mobile requests Bids on the Lease of eighty (80) new latest models Four (4) Wheel Electric Golf Carts as per the following **MINIMUM** Specifications. Vendor will provide only industrial/commercial duty golf carts. Residential duty or grade golf carts will be rejected. **LEASE REQUIREMENTS** 1. The Lease Agreement shall be for three (3) years (36 months) and must include financing as well for the carts. 2. The payments must be for 36 equal monthly payments with the first payment being due no earlier than January 2024. The date of payment should be the 15th of each month. There shall be no up-front payments. 3. An amortization schedule of the lease payments must be provided with the bid. 4. The low-cost successful bidder will be the one offering the lowest lease payments or the lowest equal periodic payment. This will also be the bid with the lowest effective compound interest rate. 5. Bidders to state MINIMUM cart condition required to turn in carts at the end of the three (3) year lease. 6. Bidders to include their written warranty that will be offered during this three (3) year lease.					
			TOTAL			

ETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number (404) 819-0858

Email Address Jeff_Jungers@yamaha-motor.com

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

Firm Name Yamaha Golf-Car Company

Signature Jeff Jungers

Type or Print Name Jeff Jungers

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.

UANTITY	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 successful bidder will remove the old battery chargers and install the new battery chargers.

Delivery Timeline – December 15, 2023, and not later than January 15, 2024.

At end of lease, owner of carts responsible to pay removal transportation costs. City will not pay for removal shipping.

City of Mobile will determine the condition of carts at time of return.

Low bidder may be requested to provide an on-site demonstration of cart prior to awarding of bid.

GOLF CART TECHNICAL SPECIFICATIONS:

BODY - UV Stable, High Density, Thermoplastic Olefin Material that will not dent or crack from blows by blunt objects.
Color: To be standard. State options.

FRAME – Seamless tubular steel, protected with electro deposition epoxy paint and baked two-part polyurethane topcoat or aluminum I-beam frame.

MOTOR – 48 volt AC or DC Series wound G. E. Motor, 3.0 HP or greater.

BATTERIES – 6x8 volt 875 Trojan batteries.

TRANSMISSION – Double reduction, helical gear with a ratio between 12 to 1 and 13 to 1.

ENERGY CONTROLLER – Solid state electronic speed control to conserve battery charge at low speeds.
Forward Speed – 12 to 15 MPH.
Maximum Reverse Speed – 8 MPH.

SUSPENSION – Coil Springs and Hydraulic shock absorbers over all four wheels.

BRAKES – Self-Adjusting mechanical drum type brakes on each rear wheel. Locking Gill brake with automatic release.

STEERING – Worm gear and Pitman pin system, adjustable, permanently lubricated.

BUMPERS – Cart will have front and rear bumpers rated for 5 MPH impact. Front and rear bumpers, as well as, side sills must protrude past body in order to offer body protection.

TOTAL

ETURN ONE SIGNED COPY OF THIS QUOTATION
I ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

BID CONTINUATION SHEET

Page_____ of_____

UANTITY	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

COMPUTER – Each vehicle to be equipped with an on board computer.

BATTERY CHARGERS – Each cart must be furnished with a 48-volt, 21-amp battery charger which automatically delivers the proper amount of charge. Each charger unit must have independent lightning surge protection to keep power surges from damaging carts. The 48 volt charger is controlled by the on board computer. Successful vendor must remove old chargers and install/hang new battery chargers in cart barn.

BATTERY WATER FILL KITS – PRO-FILL Battery Watering System or equal to be factory installed on all cart batteries. Deionizer to also be included.

TIRES/WHEELS – Carts shall be furnished with upgraded "Power Rib" tires as opposed to standard rib tires. To include Wheel Covers.

SEATS – Two occupants, all-new molded foam cushions, covered with seamless fabric-backed vinyl .062 thickness, mounted on engineered resin seat bottoms. Color to be decided prior to delivery.

ELECTRICAL CONNECTIONS – All crimped electrical connections shall be soldered and sealed. Service Manual and Parts Manual to be provided.

ACCESSORY EQUIPMENT:

WINDSHIELDS – Each vehicle to be equipped with a Plexiglas "Split Windshield".

SWEATER BASKETS – Each cart shall be equipped with a vinyl-dipped steel sweater basket mounted behind seat.

SAND BOTTLES – Each cart shall be equipped with two 1 quart sand bottles and bottle holders; one mounted behind each seat. The sand bottles shall be the Gooseneck type design.

CANOPY TOP – Each cart shall be equipped with a canopy top mounted directly to the frame of the cart. The canopy top shall be designed such that water run-off will be directed away from the passengers and golf bags.

DRINK HOLDERS – Each cart shall be equipped with four drink holders.

USB PORT – each cart to be equipped with dual USB port.

TOTAL

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By Jeff Jungers

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BID CONTINUATION SHEET

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				Dollars	Cents	Dollars	Cents

SCORE CARD AND PENCIL HOLDERS – Each cart shall be equipped with a score card and pencil holder mounted on the steering wheel.

INFORMATION HOLDER – Each cart shall be supplied with an information holder mounted to the inside of the split windshield. Common term would be an Adhesive Information Card Holder.

NUMBER DECAL – Each cart shall be equipped with a number decal mounted on each side of the cart. All carts in the fleet shall be sequentially numbered 1 through 80.

BAG RACK – All carts shall be equipped with metal bag racks covered with plastic or rubber and locking bag straps.

BAG PROTECTOR – All carts shall be equipped with vinyl a bag protector.

GOLF CART BATTERY FILL KITS – All carts shall be equipped with a "Pro-Fill", or equal, kit as per attached specification sheets.

KEYS – Two sets per cart.

REPAIRS/SERVICING – owner of carts responsible for repair of carts. City will notify owner of repairs when found. City will make no repairs to carts except to repair/replace tires as needed.

WEAR AND TEAR:

SEATS – seats are expected to develop areas, tears, cuts, and some burn marks. City not responsible for these repairs.

WINDSHIELDS – expected to be expendable and consumable and will develop or recievce cracks and scratches during normal usage. City is responsible only if complete windshield is missing. Windshield at time of turn-in is considered consumed and has no replacement value.

PAINT/BODY SCRATCHES – carts will receive scratches due to use and contact with golfers clothing, clubs, and bushes and brush on the course.

BOLTS – City not responsible for stripped nbuts and bolts. City will not be repairing carts; only owner will repair carts. Owner should have repair service to handle loose or stripped bolts.

TOTAL			

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Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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BID CONTINUATION SHEET

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BAG COVERS – owner of cart responsible to maintain bag covers.

SAND BOTTLES – expendable and consumable and at time of turn-in are considered consumed and have no resplacement value.

NOTE: **Any exceptions to these minimum specifications shall be noted in the bid.**

Make & Model Golf Cart: 2024 Yamaha Drive2 AC 48 volt electric fleet unit

Furnish Literature and Specifications.

State Monthly Payment: $7,280.00

A copy of your bid will become part of the contract if awarded to your company.

Business License 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).

TOTAL

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Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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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.

Successful vendor shall be required to have a City of Mobile Business License, to be registered with the Alabama Secretary of State to do business in the State of Alabama, and to be enrolled in the E-Verify Program.

TO BE AWARDED ALL OR NONE.

	TOTAL			

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I ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

GOLF CART TECHNICAL SPECIFICATIONS

Vendor will provide only industrial/commercial duty golf carts. Residential duty or grade golf carts will be rejected.

BODY - UV Stable, High Density, Thermoplastic Olefin Material that will not dent or crack from blows by blunt objects.

COLOR - Standard Color Options.

FRAME - Seamless tubular steel, protected with electro deposition epoxy paint and baked two- part polyurethane topcoat or all aluminum- beam frame.

MOTOR - 48 volt A.C. Series wound G.E. motor 4.4 HP or greater.

BATTERIES - 6 x 8 volt 875 Trojan batteries

TRANSMISSION - Double reduction, helical gear with a ratio between 12 to 1 and 13 to 1.

ENERGY CONTROLLER- Solid state electronic speed control to conserve battery charge at low speeds.

- Forward Speed - 12 to 15 MPH
- Maximum Reverse Speed - 8 MPH

SUSPENSION - Coil Springs and Hydraulic shock absorbers over all four wheels.

BRAKES - Self-Adjusting mechanical drum type brakes on each rear wheel. Locking Gill brake with automatic release.

STEERING - Worm gear and Pitman pin system, adjustable, permanently lubricated.

BUMPERS - Cart will have front and rear bumpers rated for SMPH impact. Front and rear bumpers as well as side sills must protrude past body in order to offer body protection.

COMPUTER- Each vehicle to be equipped with an on boardcomputer.

BATTERY CHARGERS - Each cart must be furnished with a 48 volt, 21 amp battery charger which automatically delivers the proper amount of charge. Each charger unit must have independent lightning surge protection to keep power surges from damaging carts. The 48 volt charger controlled by the on board computer. Chargers to be installed by successful bidder.

TIRES/WHEELS - Carts shall be furnished with upgraded "Power Rib" tires as opposed to standard rib tires. To include wheel covers.

SEATS - Two occupants, all-new molded foam cushions, covered with seamless fabric backed vinyl 0.62 thickness, mounted on engineered resin seat bottoms. Color to be Tan.

ELECTRICAL CONNECTIONS - All crimped electrical connections shall be soldered and sealed.

SERVICE MANUAL AND PARTS MANUAL TO BE PROVIDED.

ACCESSORY EQUIPMENT

WINDSHIELDS - Each vehicle to be equipped with a Plexiglas "split windshield".

SWEATER BASKETS - Each cart shall be equipped with a vinyl dipped steel sweater basket mounted behind seat.

SAND BOTTLES - Each cart shall be equipped with two Iquart sand bottles and bottle holders one mounted behind each seat, the sand bottles shall be the Gooseneck design.

CANOPY TOP - Each cart shall be equipped with a canopy top mounted directly to the frame of the cart. The canopy top shall be designed such that water run-off will be directed away from the passengers and golf bags.

DRINK HOLDERS - Each cart shall be equipped with four drink holders. USB PORT-Each cart to be equipped with dual USB port.

USB PORT – Each cart to be equipped with dual USB port.

SCORECARD AND PENCIL HOLDERS - Each cart shall be equipped with a scorecard and pencil holder mounted on the steering wheel.

INFORMATION HOLDER - Each cart shall be supplied with an information holder The information holder shall be clear so that the message can be seen from the seat of the cart as well as from in front of the cart. The information card holder will be placed on the inside of the split windshield.

NUMBER DECAL - Each cart shall be equipped with a number decal mounted on each side of the cart. All carts in the fleet shall be sequentially numbered 1through 80.

BAG RACK - All carts shall be equipped with metal bag racks covered with plastic or rubber and locking bag straps.

BAG PROTECTOR - All carts shall be equipped with vinyl bag protector.

GOLF CART BATTERY FiLL KITS - All carts shall be equipped with a "Pro-Fill", or equal, kit as per attached specification sheets. This needs to include a DEIONIZER system for batter water maintenance.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated **NOVEMBER 9, 2017**, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF MOBILE** having its principal office at **PO BOX 389, MOBILE AL 36601** ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.

2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.

3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.

5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time ~~during business hours~~ **as, when, and under such condition as agreed between the parties** to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.

6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other **reasonable** instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.

7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than $1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence; **provided however that Lessor shall bear the entire risk of loss resulting from a manufacturing or design defect in the Equipment**. In the event of damage to any item of Equipment leased hereunder, **for which Lessee bears the risk of loss**, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.

8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.

9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects ~~at Lessee's expense~~ in investigating, defending, and resolving such claim. **To the extent permitted by applicable law, Lessor shall defend and be liable for, and hereby indemnifies Lessee and holds Lessee harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the manufacture, design, or distribution of the Equipment, or from the gross negligence or willful misconduct of Lessor or Lessor's agents and independent contractors, or their respective employees, agents or representatives.**

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

(a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or

(b) Default ~~by Lessee~~ in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty ~~made by the Lessee~~ in this Lease or any Equipment Schedule, or in any document or certificate furnished ~~to the Lessor~~ in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or

(c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or

(d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or

(e) ~~Lessee shall~~ **D**efault under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or

(f) ~~Lessee shall suffer~~ **A** material adverse change in **a party's** ~~its~~ financial condition from the date hereof~~, and as a result thereof Lessor deems itself or any of the Equipment to be insecure~~.

16. Remedies. Upon the occurrence of an Event of Default, ~~Lessor~~ **the non-defaulting party,** at its option, may pursue any one or more of the following remedies, in such order or manner as ~~Lessor~~ **non-defaulting party** determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

(a) Terminate all or any portion of the Equipment Schedules to this Lease;

(b) with or without terminating this Lease, take **or return** possession of the Equipment, with or without judicial process, ~~Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose~~;

(c) proceed by appropriate court action, either at law or in equity, to enforce performance ~~by Lessee~~ of the applicable covenants and terms of this Lease, or to recover ~~from Lessee~~ any and all damages or expenses, including reasonable attorneys' fees, which ~~Lessor~~ shall have **been** sustained by reason of ~~Lessee's~~ default in any covenant or covenants of this Lease, or on account of ~~Lessor's~~ **non-defaulting party's** enforcement of its remedies thereunder; without limiting any other damages to which ~~Lessor~~ **non-defaulting party** may be entitled, ~~Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third party~~; and

(d) ~~sell the Equipment or enter into a new lease of the Equipment~~.

It is hereby agreed that no delay by ~~Lessor~~ **the non-defaulting party** in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. ~~Lessee~~ **Each party** represents and warrants to ~~Lessor~~ **the other** that: (a) ~~Lessee~~ **it** has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) ~~Lessee~~ **it** has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of ~~Lessee~~ **the party** and constitute ~~Lessee's~~ **its** legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable ~~Lessee~~ **it** to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof **and to perform all other obligations thereunder**; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee **and Lessor** contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law, **Venue, and Personal Jurisdiction**. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State **of Alabama** ~~where Lessee's principal administrative offices are located~~ without giving effect to the conflicts of laws principles of such state. **Lessor and Lessee consent to and agree that any and all actions, suits or claims relating hereto or in any other manner arising herefrom shall brought and maintained solely in the Courts of Alabama. Lessor and Less agree to and shall consent to the exercise of personal jurisdiction over them by the Courts of Alabama.**

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. ~~The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.~~

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

~~26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.~~

26. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

[CITY OF MOBILE] as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____ By: _____

Print Name: _____ Print Name: **KIM RUIZ**

Title: _____ Title: **PRESIDENT**

YAMAHA

Golf Car

4-Year Limited Warranty for Drive^2 Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Steering / Suspension Components	4 Years
Brakes (Excluding Shoes / Pads)	4 Years
Sun Top	4 Years
Electrical Wires, Switches, and Relays	3 Years
Pedal Assy	3 Years
Body Parts	3 Years
Bumpers / Bag Carrier	3 Years
Seats	2 Years
Scorecard Holder	2 Years
Floor Mats	2 Years
Common Accessories	**Warranty Period**
Genuine Yamaha Fleet Accessories	3 years* *Refer to the Accessory Warranty Statement for details

Electric Car Specific Parts	Warranty Period
Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / **without** HydroLink Watering System 4 Years or 25,000 amp hours whichever comes first / **with** HydroLink Watering System **See Trojan Warranty Statement for details*
Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first **See Trojan Warranty Statement for details*
RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first **See RoyPow Battery Warranty Statement for details*
Battery Charger and Cord	4 Years
Electric Motor and Controller	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
Gas Car Specific Parts	**Warranty Period**
Gas Engine	4 Years
Starter Generator	4 Years
Exhaust / Intake	4 Years
Clutch (Excluding Drive Belt)	4 Years
Throttle / Control Cables	3 Years
Starting Battery	1 Year
All Remaining Parts	**1 Year**

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

YAMAHA

Golf Car

4-Year Limited Warranty for Trojan® Brand Batteries When Charged with a Yamaha Provided 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Mul passenger, or U lity car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand ba eries charged with a Yamaha provided ba ery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA.
- 4-years or 25,000 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA.
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge me as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / (1-(((80-TEMP)/100) x 0.64)).
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Owner's / Operator's Manual. For example, lack of regular battery watering or adding water to battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity)
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

EFFECTIVE DATE: 07/01/21

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/11/2021

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA	PHONE (A/C. No. Ext): (949) 608-6300	FAX (A/C. No.): (949) 608-6451
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Yamaha Golf Car Company 6555 Katella Avenue Cypress CA 90630 USA	INSURER A: Mitsui Sumitomo Insurance Co of America	20362
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570085730860 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL2122479	08/01/2020	08/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:							
A	AUTOMOBILE LIABILITY			BVR8406139 (AOS)	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			BVM8803052 (MA)	08/01/2020	08/01/2021	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	X $1,000 Comp Deduct / X $1,000 Coll Deduct.							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

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

Re: Contractual Agreement.
City of Mobile is included as additional insured with reference to the general liability and auto liability policies. Note: The General Liability policy contains conditions for Separation of Insureds and provisions for Contractual Liability and Cross Liability coverage.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36644 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570085730860

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EXHIBIT C

Alabama Secretary of State

Yamaha Golf-Car Company, Inc.	
Entity ID Number	918 - 934
Entity Type	Foreign Corporation
Principal Address	1000 GEORGIA HWY 34 E NEWNAN, GA 30265
Principal Mailing Address	5051 WESTHEIMER RD STE 1400 HOUSTON, TX 77056
Status	Exists
Place of Formation	Georgia
Formation Date	2-9-1996
Qualify Date	2-15-2001
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	
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020

Transactions

Transaction Date	4-28-2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC 150 S PERRY ST MONTGOMERY, AL 36104

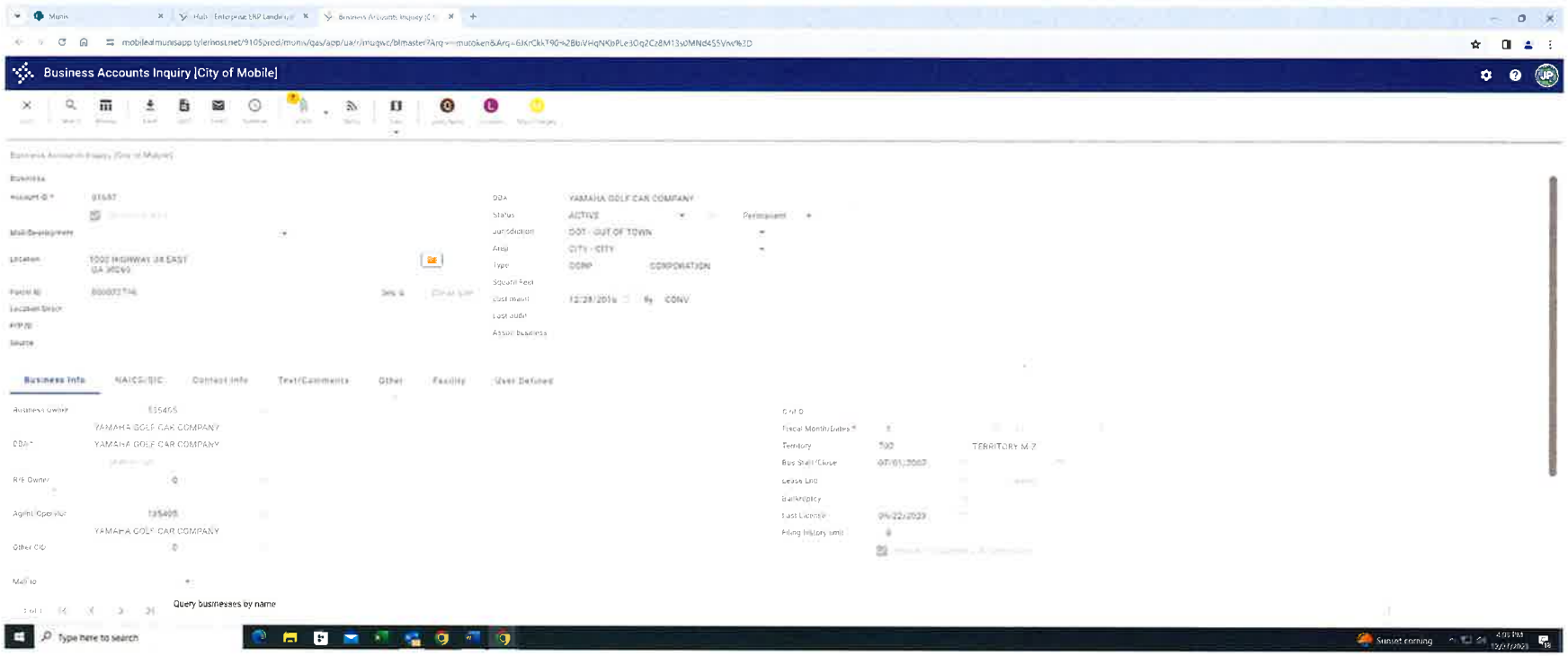
Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	2-15-2001 Certificate of Formation 2 pgs.

Yamaha Golf-Car Company, Inc.	
Document Date / Type / Pages	4-28-2017 Registered Agent Change 1 pg.

Browse Results | New Search



BUSINESS LICENSE

EXHIBIT D

E-Verify

Company ID Number: 342675

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 Yamaha Motor Manufacturing Corporation of America	
Michael Durell	
Name (Please Type or Print)	Title
Electronically Signed	07/12/2010
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/12/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Yamaha Motor Manufacturing Corporation of America
Company Facility Address:	1000 GA Hwy 34 East
	Newnan, GA 30265
Company Alternate Address:	
County or Parish:	COWETA
Employer Identification Number:	581712286

E-Verify

Company ID Number: 342675

North American Industry Classification Systems Code:	336
Parent Company:	
Number of Employees:	1,000 to 2,499
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:

* GEORGIA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Carolyn Sears		
Telephone Number:	(770) 254 - 4231	Fax Number:	(770) 254 - 4041
E-mail Address:	csears@ymmc.yamaha-motor.com		
Name:	Christine Whittington		
Telephone Number:	(770) 254 - 4662	Fax Number:	(770) 254 - 4041
E-mail Address:	cwhittington@ymmc.yamaha-motor.com		
Name:	Patricia Browne Pina		
Telephone Number:	(770) 254 - 4232	Fax Number:	(770) 254 - 4041
E-mail Address:	tpina@ymmc.yamaha-motor.com		

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Carleen Stout-Clark, Deputy Director of REAM

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

Purpose and Scope of Project:

Authorize the purchase amendment of 4231 Shipyard Road, Mobile, Alabama, 36619, with GOMESA grant funds in the amount of $745,000.00 (reduced from $775,000.00). Purchase contingent on receipt of GOMESA grant funds from the Alabama Department of Conservation and Natural Resources.

Amount of Contract:

$745,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/4/2024
Purchase and Sale Agreement Amended	Exhibit	1/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	1/4/2024 - 11:32 AM
Legal	Kern, Chris	Approved	1/4/2024 - 12:40 PM
Mayors			1/4/2024 - 2:58

Office	Montgomery, Brandi	Approved	PM

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment to the Purchase and Sale Agreement of August 31, 2023, and to accept the Deed for the acquisition of 4.81± acres of land (amended from 6.09 ± acres), a small cottage and workshop/shed, commonly known as 4231 Shipyard Road, Mobile, Alabama 36619, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the adjusted price of $745,000.00.

Said property is being conveyed to the City of Mobile by CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and is to be used to accommodate conservation habitat goals and public recreational space in accordance with that certain Project Funding Agreement between State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from funding from the Gulf of Mexico Energy Security Act of 2006 (GOMESA) in the amount of the sales price less prorate share of property taxes payable to Title Company, Pierce Ledyard, PC.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed 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 sale of said property.

Adopted:

_____

City Clerk

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") made and entered into on this the _____day of _____, 2024 by and between CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, pursuant to the power of sale contained therein, which Will was duly admitted to Probate in the Probate Court of Mobile County, Alabama, and recorded in Will Book 280, Page 1183, hereinafter referred to as "Sellers" and, CITY OF MOBILE, a Municipal Corporation, hereinafter referred to as "Buyer," and CITY OF MOBILE, a Municipal Corporation, hereinafter referred to as "Buyer;

RECITALS:

WHEREAS, the Buyer and Seller entered into a Purchase and Sale Agreement on August 31, 2023 for certain property located at 4231 Shipyard Road Mobile, AL 36619; and,

WHEREAS, the Buyer and Seller desire and agree to amend the Purchase and Sale Agreement hereinafter set forth.

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **ALTA SURVEY:**
   ALTA survey dated November 20, 2023 by Wattier Surveying, Inc., hereby attached as Exhibit A, reflects final acreage to be 4.81 acres.
2. **PURCHASE PRICE**:
   The total Purchase Price for the property is hereby reduced to and shall now be SEVEN HUNDRED FORTY-FIVE THOUSAND AND NO/100 ($745,000.00) DOLLARS.
3. **CLOSING AND POSSESSION**
   Closing shall occur within seven (7) days after the funding is received by the buyer, from the Gulf of Mexico Energy Security Act of 2006 hereinafter referred to as "GOMESA" from the State of Alabama Department of Conservation and Natural Resources hereinafter referred to as "ADCNR", and when all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date").

Except as hereinabove specifically states, the remaining terms and provisions of the Purchase and Sales Agreement dated August 31, 2023, shall remain in full force and effect, unchanged by this Amendment.

IN WITNESS WHEREOF; the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLERS:

X _____
CHARLES C. HINTON, JR.

X _____
CHARLES C. HINTON, JR., as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Charles C. Hinton, Jr.**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

_____
Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Charles C. Hinton, Jr.**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

_____
Notary Public
My Commission Expires:

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

X Joseph Lee Hinton
JOSEPH LEE HINTON

X Joseph Lee Hinton
JOSEPH LEE HINTON, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased
Date 12/27/23

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Joseph Lee Hinton**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Joseph Lee Hinton**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

x Sharon Hinton Anderson
SHARON HINTON ANDERSON

x Sharon Hinton Anderson
SHARON HINTON ANDERSON, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased
Date 12/27/23

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Sharon Hinton Anderson**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Sharon Hinton Anderson**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

X _____
DANE ERIC HINTON

X _____
DANE ERIC HINTON, as Co-Personal Representative
under the Last Will and Testament of Charles C. Hinton, Sr., deceased
Date 12/22/2023

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Dane Eric Hinton**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of Dec, 2023

JANE ATKINSON NOTARY PUBLIC EXPIRES GEORGIA February 27, 2026 FULTON COUNTY

Notary Public
My Commission Expires: 2/27/2026

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Dane Eric Hinton**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of Dec, 2023

JANE ATKINSON NOTARY PUBLIC EXPIRES GEORGIA February 27, 2026 FULTON COUNTY

Notary Public
My Commission Expires: 2/27/2026

BUYER: CITY OF MOBILE, A MUNICIPAL CORPORATION

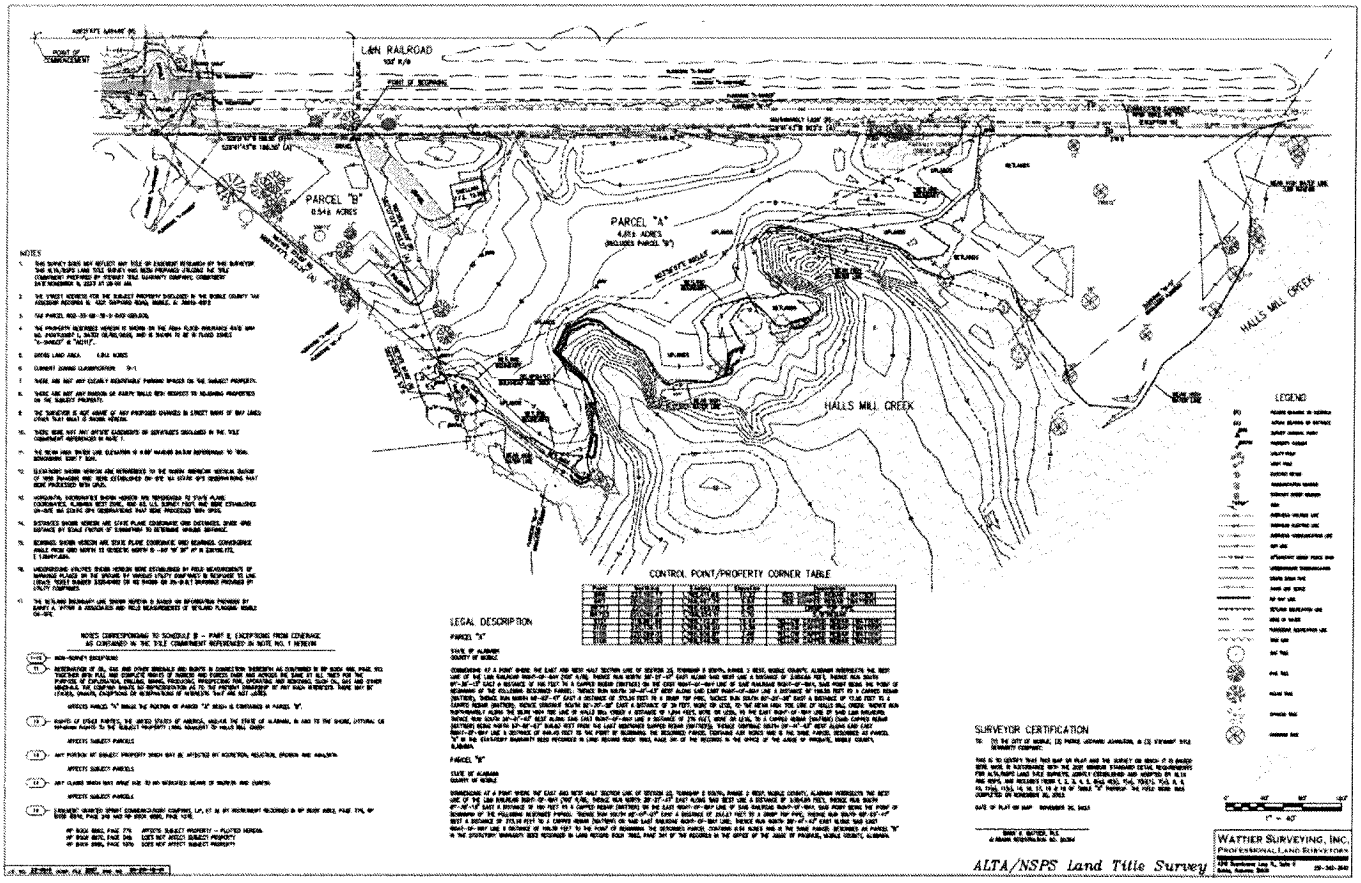
BY_____**date**___/___/202__
William S. Stimpson
As Its Mayor

ATTEST:__

_____
City Clerk

----------LEFT INTENTIONALLY BLANK----------

EXHIBIT "A"


L&N RAILROAD
PARCEL "B"
0.548 ACRES
PARCEL "A"
4.816 ACRES
(INCLUDES PARCEL "B")
HALLS MILL CREEK
HALLS MILL CREEK
NOTES
CONTROL POINT/PROPERTY CORNER TABLE
LEGAL DESCRIPTION
PARCEL "A"
PARCEL "B"
SURVEYOR CERTIFICATION
LEGEND
ALTA/NSPS Land Title Survey
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment to the Purchase and Sale Agreement of August 31, 2023, and to accept the Deed for the acquisition of 4.81± acres of land (amended from 6.09 ± acres), a small cottage and workshop/shed, commonly known as 4231 Shipyard Road, Mobile, Alabama 36619, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the adjusted price of $745,000.00.

Said property is being conveyed to the City of Mobile by CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and is to be used to accommodate conservation habitat goals and public recreational space in accordance with that certain Project Funding Agreement between State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from funding from the Gulf of Mexico Energy Security Act of 2006 (GOMESA) in the amount of the sales price less prorate share of property taxes payable to Title Company, Pierce Ledyard, PC.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed 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 sale of said property.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Transportation in the amount of $5,000,000.00 for Rebuilding American Infrastructure with Sustainability & Equity (RAISE). There is no local match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $5,000,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	1/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	1/11/2024 - 9:43 AM
Legal	Kern, Chris	Approved	1/11/2024 - 11:14 AM
Legal	Kern, Chris	Approved	1/11/2024 - 11:15 AM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:19 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive a grant from the U.S. Department of Transportation for Rebuilding American Infrastructure with Sustainability & Equity (RAISE) in the amount of $5,000,000 to support planning and pre-construction activities in the Old Water Street area on Mobile's western waterfront. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant and to provide any information required by the U.S. Department of Transportation. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/12/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/11/2024 - 3:59 PM

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 1648** 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

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, Deputy Director

DATE: **January 9, 2024**

SUBJECT: **Weed Lien Group 1648 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1648.** Please place these on the City Council's Agenda for **Tuesday, January 16, 2024.**

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	
	1648	Res. No.
10/10/2023	LOTS TO BE DECLARED	58-1110
11/14/2023	LOTS FOR PUBLIC HEARING	58-1243
1/16/2024	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	155 Esplanade Ave	24973	30319	$ 50.00	5	CBO
2	1364 Glenn St	27603	30320	$ 2,625.00	3	
3	1160 Seneca St	31819	30321	$ 50.00	3	CBO
4	2016 Tucker St	28217	30322	$ 1,925.00	1	
5	2014 Tucker St	28216	30323	$ 175.00	1	
6	2709 Greenback Dr	28188	30325	$ 50.00	1	CBO
7	1506 Diamond Dr	29059	30327	$ 50.00	1	CBO
8	500 Avondale Ct	28012	30328	968.10	2	
9	1860 Toulmin Ave	27561	30331	$ 651.00	1	
10	654 Fisher St	27908	30332	$ 560.00	1	
11	2757 Pages Lane	28401	30333	$ 50.00	1	CBO
12	809 Dr Thomas Ave N	27478	30334	$ 50.00	2	CBO
13	721 Dr Thomas Ave N	27476	30335	$ 700.00	2	
14	4110 Seabreeze Rd N	29112	30336	$ 50.00	5	CBO
15	614 Mohawk St	29116	30337	$ 2,275.00	5	
16	0 Richardson St	28222	30338	$ -	2	N/A
	Parcel No. (22 08 44 0 019 194.001)					
17	658 Cherokee St	29048	30339	$ 665.00	2	
18	2404 King St	28123	30340	$ 50.00	1	CBO
19	2410 King St	28124	30343	$ 350.00	1	
20	1052 Brussells St	31812	30344	$ 245.00	2	
21	912 S Warren St	27979	30345	$ -	3	CBD
				$ 11,539.10		

District total for this group			
1	9		5
2	6		4
3	3		1
4	0		0
5	3		1
6	0		0
7	0		0
	21		11

*ADD Added in from other Groups *CBD Cut Before Declared

*CBO Cut By Owner

*N/A Taken out by Inspector

Amy Jackson 1/9/2024

Marchetta Davis 1/9/2024

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **VIRA KHIM N & SHEELA K**

Address: **205 W MAIN ST STE 207**

City, State, Zip: **CARRBORO, NC 27510-2087**

Group Number: **1648** Item # **1**

Lot Description: **LOT 54 4TH UNIT DAUPHIN ACS MBK 9 P 141 #SEC 19 T4S R1W #MP29 08 19 3 002 (29 08 19 3 002 036.XXX) 155 ESPLANDE AVE**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,765	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**

Sheliat Dean
SECRETARY

Maquetta Daite
INSPECTOR

Mary Jacks
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **PRUETT CHARELS BENNETT &**
SARAH ANN PRUETT

Address: **1364 GLENN ST**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1648** Item # **2**

Lot Description: **LOT 11 BLK C DOG RIVER HGTS MBK 4 P 18 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 075.XXX) 1364 GLENN ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,424	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	350	$	7.00	$	**2,450.00**
		Total Project Cost:			$	**2,625.00**

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **PITTS JOHN T**
C/O NAPOLEON PITTS
Address: **43 WALL ST**
City, State, Zip: **TRENTON, NJ 08609-1105**
Group Number: **1648** Item # **3**

Lot Description: **LOT 3 BLK A BASCOMBE TRT DBK 128/1 #SEC 37 T4S R1W #MP29 10 37 0 006 (29 10 37 0 006 066.XXX) 1160 SENECA ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023
Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,075	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 Dean
SECRETARY
Marchetta Tate
INSPECTOR
Jay Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **AGEE CONSTANCE**

Address: **P. O. BOX 1103**

City, State, Zip: **RANCHO CORDOVA, CA 95741**

Group Number: **1648** Item # **4**

Lot Description: **LOT 11 BLK E SUNNYMEADE SUB DBK 156 P 488 ADD RPBK 3031/754 DT 12/86 ADD RPBK 3135/839 DT 7/87 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 363.XXX) 2016 TUCKER ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,000	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	250	$	7.00	$	**1,750.00**
		Total Project Cost:			$	**1,925.00**

Shelica E Dean
SECRETARY

Marguetta Gayle
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 8, 2024

Lot Owner: **AGEE CONSTANCE**

Address: **P. O. BOX 1103**

City, State, Zip: **RANCHO CORDOVA, CA 95741**

Group Number: **1648** Item # **5**

Lot Description: **LOT 10 BLK E EXC REAR OR N 20 FT OF SAID LOT 10 SUNNYMEAD SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 362 (29 02 44 0 024 362.XXX) 2014 TUCKER ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,000	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 E Dean
SECRETARY

Marchetta Smith
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **WASHAM ETHEL**

Address: **2816 BANKS AVE**

City, State, Zip: **MOBILE, AL 36617-6201**

Group Number: **1648** Item # **6**

Lot Description: **N 1/2 OF LOT 68 UNIT 2 PARADISE PARK MBK 6 PG 281 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 283.01X) 2709 GREENBACK DR**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,749	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 Dean
SECRETARY

Marchetta Waite
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **JONES JIMMIE**

Address: **2808 GREENBACK DR**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1648** Item # **7**

Lot Description: **S HALF OF LOT 68 UNIT 2 PARADISE PARK MBK 6 PG 281 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 283.XXX) 1506 DIAMOND DR**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,482	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 E Dean
SECRETARY

Marchetta Tate
INSPECTOR

Jamy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **TAYLOR CHARLEY**
& GEORGIA PACKER TAYLOR
Address: **P. O. BOX 42397**
City, State, Zip: **ATLANTA, GA 30311-0397**
Group Number: **1648** Item # **8**

Lot Description: **LOTS 5 & 6 AVONDALE CT MBK 4 P 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 244.XXX) 500 AVONDALE CT**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023
Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		14,648	$	0.0125	$	**183.10**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	105	$	7.00	$	**735.00**
		Total Project Cost:			$	**968.10**

Shelia E Dean
SECRETARY

Machelle Tajite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **WASHINGTON ELZY M JR 1/4 INT,**
MARCUS MAURICE DRYER 1/4 INT

Address: **336 W 60TH ST**

City, State, Zip: **LOS ANGELES, CA 90003-1134**

Group Number: **1648** Item # **9**

Lot Description: **LOT 17 LEWIS ADD TO TOULMINVILLE DBK 156 N S P 260-261 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 261.XXX) 1860 TOULMIN AVE**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,291	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		7	$	3.00	$	**21.00**
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**651.00**

Shelia E Dean
SECRETARY

Margherita Jinks
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **DAVIS ODELL & LELA MAE**

Address: **8540 DENISE CIR**

City, State, Zip: **EIGHT MILE, AL 36613-9542**

Group Number: **1648** Item # **10**

Lot Description: **LOT 35 REV & EXT TO LIBERTY PARK MBK 4/66 (29 03 07 4 002 068.XXX) 654 FISHER ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,548	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	55	$	7.00	$	**385.00**
		Total Project Cost:			$	**560.00**

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner:	**STIELL PHILIP & BARBARA**		
Address:	**31506 TARA BLVD W**		
City, State, Zip:	**SPANISH FORT, AL 36527-5100**		
Group Number:	**1648**	Item #	**11**

Lot Description: **BEG INT W/L BAY SHORE AVE & S/L PAGES LANE TH W ALG S/L PAGES LN 189 FT(S) TH S 119 FT(S) TH E 52 FT(S) TH N 69 FT(S) TH E 126 FT(S) TO PT ON W/L BAY SHORE AVE TH N ALG SAID W/L 108 FT(S) TO POB ALL BEING IN NE 1/4 SEC 18 T4S R1W #SEC 18 T4S R1W #MP29 08 18 1 003 (29 08 18 1 003 001.XXX) 379 BAY SHORE AVE**

Nuisance Date:	10/10/2023	Posting Date:	11/7/2023	Hearing Date:	11/14/2023
Date lot was cut:	N/A	Contractor:N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	15,055	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 8, 2024

Lot Owner: **HOWARD PEARLIE**

Address: **2309 RUSHING DR**

City, State, Zip: **MOBILE, AL 36617-2564**

Group Number: **1648** Item # **12**

Lot Description: **LOT 27 BLK 2 HAPPY HILL SUB MBK 4/431-432 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 103.XXX) 809 DR THOMAS AVE**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,760	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 Dean
SECRETARY

Marchetta Tirta
INSPECTOR

Gary Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **ADAMS JOHN W**

Address: **478 BARLOW ST**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1648** Item # **13**

Lot Description: **LOT 11 BLK 2 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S FR1W #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02 44 0 017 117.XXX) 721 DR THOMAS AVE**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,760	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	75	$	7.00	$	**525.00**
		Total Project Cost:			$	**700.00**

Shelia E Dean
SECRETARY

Marchetta Jaite
INSPECTOR

Jerry Jones
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **SCOTT ANTHONY**

Address: **P. O. BOX 507**

City, State, Zip: **WILMINGTON, DE 19899-0507**

Group Number: **1648** Item # **14**

Lot Description: **LOT 9 BLK O RESUB BERKSHIRE HILLS PART D MBK 9 P 438 #SEC 38 T4S R2W #MP28 08 38 4 002 (28 08 38 4 002 067.XXX) 4110 SEABREEZE RD N**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,461	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 E Dean
SECRETARY

Maychetha Suite
INSPECTOR

Jay Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **KNIGHT WILLIE E**

Address: **8351 DUNDY COURT**

City, State, Zip: **JONESBORO, GA 30238**

Group Number: **1648** Item # **15**

Lot Description: **LOT 18 & PART OF LOT 17 DESC AS FOLL COMG PT WHERE BD LINE BEG SD LOT 17 & 18 INT WITH MOHAWK ST AS POB TH SWLY DIR ALG FRONT LINE OF SD LOT 17, 20 FT M/L TO PT TH RUN IN NWLY DIR PAR TO SD BD LINE BET LOTS 17 & 18 TO PT ON REAR LINE OF LOT 17 TH RUN IN NELY DIR ALG REAR LINE OF LOT 17, 20 FT M/L TO PT ON SD BD LINE LOT 17 & 18 TH RUN IN SELY DIR ALG BD LINE OF LOT 17 & 18 TO POB BEING IN BLK 5 BON AIR ESTS DBK 156/374 #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 008.XXX) 614 MOHAWK ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,750	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	300	$	7.00	$	**2,100.00**
		Total Project Cost:			$	**2,275.00**

Sholia E Dean
SECRETARY

Marchetta Tuite
INSPECTOR

Jerry Jones
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **NETTLES NICODEMUS & CREOLA NETTLES**
C/O GWENDOLYN NETTLES

Address: **P.O. BOX 501443**

City, State, Zip: **ATLANTA, GA 31150-1443**

Group Number: **1648** Item # **17**

Lot Description: **LOT 20 BLK 4 FULTON HOMES D BK 156 P 426 #SEC 28 T4S R1W #MP29 10 28 3 002 (29 10 28 3 002 044.XXX) 658 CHEROKEE ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,834	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	70	$	7.00	$	**490.00**
		Total Project Cost:			$	**665.00**

Shelia E Dean
SECRETARY

Marchetta Tuite
INSPECTOR

Jerry Jones
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
January 8, 2024

Lot Owner: **RAY CLIFFORD EARL**

Address: **3955 BUTLER SPRINGS WAY**

City, State, Zip: **HOOVER, AL 35226-6239**

Group Number: **1648** Item # **18**

Lot Description: **LOTS 19 & 20 BLK 2 FAIROAKS SUB MBK 4 PG 95 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 025.XXX) 2404 KING ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: N/A Contractor:N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,660	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 8, 2024

Lot Owner: **STOUTE MARY KENNEDY**
A/K/A MARY LEE KENNEDY
Address: **2777 PARADISE RD UNIT 1404**
City, State, Zip: **LAS VEGAS, NV 89109-9104**
Group Number: **1648** Item # **19**

Lot Description: **LOT 18 BLK 2 FAIROAKS SUBD MBK 4 PG 95 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 026.XXX) 2410 KING ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023
Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,819	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	25	$	7.00	$	175.00
		Total Project Cost:			$	350.00

Shelia E Dean
SECRETARY

Marsheta Foster
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

January 8, 2024

Lot Owner: **SMITH MARY BOYKIN**

Address: **4203 LAKESHORE XING NE**

City, State, Zip: **ATLANTA, GA 30324-5506**

Group Number: **1648** Item # **20**

Lot Description: **LOT 7 HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 (29 10 28 4 001 068.XXX) 1052 BRUSSELLS ST**

Nuisance Date: 10/10/2023 Posting Date: 11/7/2023 Hearing Date: 11/14/2023

Date lot was cut: 12/29/2023 Contractor: Mr. Jerry Jones

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,440	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	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**245.00**

Shelia E Dees
SECRETARY

Maykeetta Squite
INSPECTOR

Mary Jackson
SUPERVISOR

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **January 2024 – Cheri Boucher**
  (Employee # 18787) Public Works
  (Public Works Executive)

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:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Blitch	Cover Memo	1/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/11/2024 - 10:22 AM

60- 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 Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Captain Seth K. Blitch (Emp #15395)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Subject: FW: Awards

Firefighter of the Month
Capt. DY Smith (Emp 8787)

Dear Mayor Stimpson:

I'm always contacting you to complain so I owe you this one.

At St. Pauls' Church this morning, Captain Dwight Smith from the Mobile Fire Department spoke at our 0630 men's group breakfast.

WoW! Captain Smith was really impressive!!

I guess he's been with the MFD for a long time, but we learned he was also with the USAF Air Guard for 20 years including stints in Germany and two wars in the Middle East.

I had almost decided not to attend this morning because I felt I knew all I needed to know about the subject, but I'm certainly glad I changed my mind and showed up.

Captain Smith did a terrific job of alerting us to fire dangers and solutions. He is an outstanding and dynamic speaker which really helps to bring his point across. I'm thankful that he is on the team working to educate the youth of our area as regards the dangers of fire.

Thanks.
Bill Heiter

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Russell	Cover Memo	1/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/11/2024 - 10:23 AM

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Alex Russell

During the month of December, Officer Russell answered seventy-three calls for service, thirty-one backings, had sixteen felony arrests, twenty-seven misdemeanor arrests and issued fifteen citations. Officer Russell is a good example of a law enforcement officer paying attention to details and taking time to conduct full investigations into complaints. Officer Russell continues to strive to become an excellent law enforcement officer while serving the city of Mobile citizens. The following are examples of his self-initiated work product during the month of December 2023.

On December 6, 2023, at approximately 2100 hours, Officer Russell was patrolling the area of Cody Road and Tenth Street when he observed a vehicle driving with no visible tag light. Officer Russell initiated a traffic stop by utilizing his blue lights to pull the driver over for a traffic violation. The driver of the vehicle refused to stop, which initiated a short vehicle pursuit that ended in a church parking lot on Rosalyn Drive. The subject exited the vehicle and fled on foot but was later taken into custody without incident. The subject was charged with Possession of a Control Substance, Possession of Drug Paraphernalia, and Felony Attempt to Elude Police.

On December 21, 2023, at approximately 0317 hours, Officer Russell was patrolling the area of Old Shell Road and Cody Road North, when he observed an SUV pulling a utility trailer with no visible tag light. Officer Russell initiated a traffic stop by utilizing his vehicle's blue lights. The occupants of the vehicle were checked for local warrants, and it was determined that the driver and the passenger had felony warrants along with misdemeanor warrants. The subjects were taken into custody for the warrants and secured in the back seat of the patrol vehicle. Officer Russell conducted a search of the vehicle before it was towed to city impound and discovered narcotic drugs. Two clear plastic bags containing crystalized substances believed to be Meth, one pill bottle containing pain killers, and several bottles containing multiple rock substances later determined to be fentanyl. Narcotics Division was notified and responded to the scene due to the number of narcotic drugs seized. The subjects were arrested for the warrants, Possession of Control Substance x2, and Possession of Drug Paraphernalia.

On December 23, 2023, at approximately 0125 hours, Officer Russell was patrolling the area of Moffett Road and Northview when he observed an SUV driving recklessly. The driver continued to drive at a high rate of speed and eventually came to a stop when it struck a parked vehicle located on Brooke Court. The subjects exited the vehicle and ran from the scene but only one was apprehended. The follow-up investigation will continue into the identity of the second suspect. The subject was charged with Receiving Stolen Property First Degree, Possession of a Firearm, and Attempt to Elude Police.

His initiative, enthusiasm, and excellence in his overall performance show an initiative-taking police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Alex Russell as OFFICER OF THE MONTH for December 2023, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

60- 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 each to the following employee:

November 2023: Officer Alex Russell

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, January 16, 2024 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the GUMBO CR8TV Conference scheduled for January 20, 2024.

Amount of Contract:

$1,500

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 - 3 CIRCLE CHURCH, INC.	Cover Memo	1/5/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	1/5/2024 - 12:46 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Carroll wishes to appropriate **$1,500.00** to 3 Circle Church, Inc., from his discretionary funds; and

WHEREAS, 3 Circle Church, 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 3 Circle Church, Inc., will be used to assist with the GUMBO CR8TV Conference scheduled for January 20, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **1,500.00** to 3 Circle Church, 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:1/16/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the 6th Annual King Cake-Off in Downtown Mobile, Alabama on January 19, 2024.

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 THE CENTRAL GULF COAST	Cover Memo	1/11/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	1/11/2024 - 12:56 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilman William Carroll

WHEREAS, Councilman Carroll wishes to appropriate **$2,500.00** to Big Brothers Big Sisters of the Central Gulf Coast, Inc., from his discretionary funds; and

WHEREAS, Big Brothers Big Sisters of the Central Gulf Coast, 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 the Central Gulf Coast, Inc, will be used to assist with the 6th Annual King Cake-Off in Downtown Mobile, Alabama on January 19, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$2,500.00** to Big Brothers Big Sisters of the Central Gulf Coast, 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:1/16/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Ben Reynolds

Purpose and Scope of Project:

Funds will be used to assist with a full program scholarship

Amount of Contract:

$2,490.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HOPE BOXING ACADEMY, INC.	Cover Memo	1/9/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	1/9/2024 - 8:51 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$2,490.00** to the Hope Boxing Academy, Inc., from his discretionary funds; and

WHEREAS, Hope Boxing Academy, 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 Hope Boxing Academy, Inc., will be used to assist with a full scholarship to one student a year, 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 **$2,490.00** to Hope Boxing Academy, 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:1/16/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Josh Woods and Gina Gregory.

Purpose and Scope of Project:

Engineering and construction inspection services.

Amount of Contract:

$350,000.00

Funding Source

Project # RSF24 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4839

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	1/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/9/2024 - 12:43 PM
Capital	Rhodes, Brenda	Approved	1/9/2024 - 4:41 PM
Legal	Kern, Chris	Approved	1/10/2024 - 10:53 AM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:19 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6 & 7
COM Project: 2024-3005-03
PROJECT #: RSF24 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Engineering and construction inspections services.

CONTRACT AMOUNT: $350,000.00

VENDOR NAME: Dorsey & Dorsey Engineering, Inc.

VENDOR NUMBER: 47590

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 1/8/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Josh Woods 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Dorsey & Dorsey Engineering, Inc.
Project Name:	2024 CIP Resurfacing City Council Districts 6 & 7 COM Project# 2024-3005-03
Estimated Cost:	$350,000.00

Adopted:

_____

City Clerk



2024 CIP RESURFACING
CITY COUNCIL DISTRICTS 6 & 7

PROJECT NO. 2024-3005-03

ENGINEER:

DORSEY & DORSEY ENGINEERING, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

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

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **DORSEY & DORSEY ENGINEERING, INC.**

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

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

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

PROJECT – 2024 CIP RESURFACING-CITY COUNCIL DISTRICTS 6 & 7, City of Mobile Project No. 2024-3005-03. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

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

III. SCOPE OF WORK

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

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

A. Design Phase
B. Pre-Bid to Pre-Construction Phase
C. Construction Phase

A. DESIGN PHASE

1. General

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

2. Preliminary Engineering and General Requirements

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

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.

f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

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

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

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

j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

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

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

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

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

o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

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

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

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

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

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

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

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

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

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

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

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

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

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

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

C. CONSTRUCTION PHASE

1. Quality Assurance

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

2. Compliance with Plans and Specifications

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

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

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

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

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

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

3. PROJECT Observation/Inspection

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

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

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

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

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

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

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

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

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

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

k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

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

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

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

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and

binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

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

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

5. PROJECT Closeout

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

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

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

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

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

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

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

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

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

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

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed $117,000.00 (One Hundred Seventeen Thousand Dollars and Zero Cents).

   b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed $13,000.00 (Thirteen Thousand Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed $194,000.00 (One Hundred Ninety-Four Thousand Dollars and Zero Cents).

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

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $26,000.00 (Twenty-Six Thousand Dollars and No Cents).

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed $350,000.00 (Three Hundred Fifty Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and

employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

DORSEY & DORSEY ENGINEERING, INC.

By: Larry C. Dorsey

Its: President & CEO

Address: 1114 Wildwood Ave

Mobile, AL 36609

Telephone: 251-605-2023

STATE OF ALABAMA
CITY OF MOBILE

I, Mary T. Spillers, a Notary Public in and for said State and County, hereby certify that Larry C. Dorsey, whose name as President of Dorsey & Dorsey Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 5th day of January, 2024.

Mary T. Spillers
NOTARY PUBLIC

My Commission Expires: 4-4-26

MARY T SPILLERS NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A: PROJECT LOCATION

2024 CIP RESURFACING

PROJECT AREA	ESTIMATED COST	SQUARE YARDS	COUNCIL DISTRICT	PROJECT TYPE	FUNDING SOURCE
FOXFIRE RD AND FOXFIRE LN	$108,003.00	5,143	7	RESURFACING	CIP
KENDRICK DR	$30,471.00	1,451	7	RESURFACING	CIP
VANDERBILT DR, etc.	$846,531.00	40,311	7	RESURFACING	CIP
WEST HILL SUBDIVISION	$344,715.00	16,415	7	RESURFACING	CIP

2024 CIP RESURFACING

PROJECT AREA	ESTIMATED COST	SQUARE YARDS	COUNCIL DISTRICT	PROJECT TYPE	FUNDING SOURCE
BLUE RIDGE BLVD, DEANNA CT AND BILTMORE CT	$109,620.00	5,220	6	RESURFACING	CIP
ELMA DR, etc.	$251,349.00	11,969	6	RESURFACING	CIP
GENERAL BULLARD AVE, etc.	$349,293.00	16,633	6	RESURFACING	CIP
WESTERN HILLS AVE, etc.	$201,768.00	9,608	6	RESURFACING	CIP
WOODLAND, ANTOINE, WEST, etc.	$505,491.00	24,071	6	RESURFACING	CIP

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 CIP RESURFACING-CITY COUNCIL DISTRICTS 6 & 7,** City of Mobile Project No. **2024-3005-03.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **$3,500,000.00 [Three Million Five Hundred Thousand Dollars and No Cents].**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **$350,000.00 [Three Hundred Fifty Thousand Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 6 & 7

FUNDING SOURCE: C0918 (CIP 2024 RESURFACING)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Project Manager	**$125/hr**
Sr. Engineer	**$125/hr**
Engineer	**$85/hr**
Engineer Designer	**$70/hr**
Inspectors	**$65/hr**

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	$ 117,000.00
Pre-Bid to Pre-Construction Phase	$ 13,000.00
Construction Phase	$ 194,000.00
Base Contract Amount	**$ 324,000.00**
Additional Services (If requested in writing by the City Engineer)	$ 26,000.00
Total Contract Amount including Additional Services	**$ 350,000.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2024

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

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

PRODUCER	CONTACT NAME: Marvin Mensah	
UnderWrite Insurance Services 417 Passaic Street, Suite F Hackensack, NJ 07601	PHONE (A/C, No, Ext): 201-580-6806	FAX (A/C, No):
	E-MAIL ADDRESS: marvin.mensah@gounderwrite.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED Dorsey & Dorsey Engineering Inc 6051 Airport Blvd Suite B Mobile, AL 36608	INSURER B : Kinsale Insurance Company	38920
	INSURER C : SiriusPoint America Insurance Company	38776
	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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXT3CWHFP7-01-GL	10/11/2023	10/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			0100271714-0	12/01/2023	10/11/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC112621	01/12/2023	01/12/2024	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
A	Professional Liability	X		NXTQQ7KK3F-01-PL	10/11/2023	10/11/2024	Each Claim: Aggregate:	$1,000,000 $2,000,000

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

Project Number: 2024-3005-03

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

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

Marvin Mensah

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2024

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PRODUCER	CONTACT NAME: Marvin Mensah	
UnderWrite Insurance Services 417 Passaic Street, Suite F Hackensack, NJ 07601	PHONE (A/C, No, Ext): 201-580-6806	FAX (A/C, No):
	E-MAIL ADDRESS: marvin.mensah@gounderwrite.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance Company	16285
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	INSURER C : SiriusPoint America Insurance Company	38776
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		NXT3CWHFP7-01-GL	10/11/2023	10/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		0100271714-0	12/01/2023	10/11/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 112621-01	01/12/2024	01/12/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability	X		NXTQQ7KK3F-01-PL	10/11/2023	10/11/2024	Each Claim: Aggregate:	$1,000,000 $2,000,000

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

Project Number: 2024-3005-03

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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

Marvin Mensah

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND

DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Larry C. Dorsey (affiant) who, being duly sworn says as follows:

President/CEO of Dorsey & Dorsey Enginnering, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Engineer of Record for Design and CEI that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Employer is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 613704.

CEO of Dorsey & Dorsey Engineering, Inc.

Sworn to and subscribed before me this the 5th day of January, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public Exp 4-4-26

MARY T SPILLERS NOTARY PUBLIC ALABAMA STATE AT LARGE

E-Verify
Employment Eligibility Verification

Welcome Tim Dorsey | User ID TDOR7693 | Last Login 03:36 PM - 10/21/2014 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name: Dorsey & Dorsey Engineering, Inc. View / Edit

Company ID Number: 613704
Doing Business As (DBA) Name:
DUNS Number: 192467793

Physical Location:

Address 1: 6051 Airport Blvd
Address 2: Ste B3
City: Mobile
State: AL
Zip Code: 36608
County: MOBILE

Mailing Address:

Address 1: P.O. Box 851298
Address 2:
City: Mobile
State: AL
Zip Code: 36685-1298

Additional Information:

Employer Identification Number: 721389941
Total Number of Employees: 5 to 9
Parent Organization:
Administrator:

Organization Designation:

Employer Category: Federal Contractor without FAR E-Verify Clause

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES View / Edit

Total Hiring Sites: 1 View / Edit

Total Points of Contact: 4 View / Edit

View MOU

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Dorsey & Dorsey Engineering, Inc.
Address	1114 Wildwood Ave Mobile, Al 36609
Telephone	251-605-2023
E-Mail	larry. dorsey@dorsey-dorsey.com

RFP/RFQ Solicitation Number	
Project Description	2024 CIP Resurfacing City Council Districts 6 & 7
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3 Female 1 Minority 4 Non-minority 0 SDVO 0 Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Larry C. Dorsey

Signature: Larry C. Dorsey Date: 1/4/2023

Title: President & CEO

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: Larry C. Dorsey Title: President & CEO

Email: larry.dorsey@dorsey-dorsey.com Phone: 251-605-2023

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Dorsey & Dorsey Eng Your Bid/Proposal Amount $ 350,000 Date: 1/4/2023

____/____/____ Description 2024 CIP Resurfacing City Council Districts 6 & 7

Name of Bidder/Proposer: Dorsey & Dorsey Engineering, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Isaiah Engineering	2513442022	Construction Inspection	$52,500	15%	Yes	

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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Buster Miles Ford for 2 Ford Escape SUVs for Community Housing and Development.
CDBG 2023 expense.

Amount of Contract:

$59,370.84

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

ATTACHMENTS:

Description	Type	Upload Date
20240108 Miles Agenda Package POs	Cover Memo	1/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:21 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
1845	2024	(3500) NEIGHBORHOOD DEVELOPMENT	2 FORD ESCAPE SUVS FOR COMMUNITY HOUSING AND DEVELOPMENT (SEALED BID 5855)	$59,370.84	(298920) BUSTER MILES FORD

Adopted:

_____
City Clerk

Bill To	Requisition 00001845-00 FY 2024
ACCOUNTS PAYABLE	PO 24003295
P O BOX 389	Acct No:
	5811.10.05.0000.0000.3500.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
BUSTER MILES FORD	MUNICIPAL GARAGE
1880 ALMON ST	770 GAYLE STREET
	MOBILE, AL 36604
HEFLIN, AL 36264	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#256-310-5163	Delivery Reference
	SHAKEENA COX
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/23	298920				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
001	4 Door Front Wheel Drive Sports Utility Vehicles,105.9 minimum wheelbase with equipment options as per the attached MINIMUM specifications. VEHICLE TO HAVE 4 CORNER LED STROBES ADDED. VENDOR TO PROVIDE 2023 OR NEWER FORD ESCAPE, WHITE IN COLOR AS PER CITY OF MOBILE BID #5855 AND YOUR QUOTE.	2.00 EACH	29685.42000	59370.84
1	5811.10.05.0000.0000.3500.0000.0000.47120. E G-CPD3679 .VEHICLEEXP. .			59370.84

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 517
MOBILE, AL 36644

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 59370.84

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

Account	Amount	Remaining Budget

Bill To	Requisition 00001845-00 FY 2024
ACCOUNTS PAYABLE	PO 24003295
P O BOX 389	Acct No:
	5811.10.05.0000.0000.3500.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
BUSTER MILES FORD	MUNICIPAL GARAGE
1880 ALMON ST	770 GAYLE STREET
	MOBILE, AL 36604
HEFLIN, AL 36264	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#256-310-5163	Delivery Reference
	SHAKEENA COX
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/23	298920				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
E	G-CPD3679 .VEHICLEEXP. .		59370.84	157937.37

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

Account	Amount	Remaining Budget
5811.10.05.0000.0000.3500.0000.0000.47120.	59370.84	

CDBG 2023 EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	11/16/23	RANDY THREADGILL	GL Allocation changed
Approved	11/28/23	VELISA GILCHRIST	Auto approved by: 910519482
Approved	11/28/23	TRAVIS MARSHALL	
Approved	11/28/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	11/28/23	RANDY THREADGILL	Auto approved by: 910519482
Unknown	01/05/24	JOHN PAINE	
Approved	01/05/24	DONALD ROSE	Auto approved by: 9105paij
Approved	01/05/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/05/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/05/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	01/05/24	JOHN PAINE	
Approved	01/05/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5855

SPORTS UTILITY VEHICLES

BUSTER MILES FORD	EASTERN SHORE HYUNDAI	EASTERN SHORE TOYOTA
FORD ESCAPE	HYUNDAI TUSCON SE	RAV4
$29,685.42	$29,993.00	$31,999.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
12/7/2023	5855	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, December 22, 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.					
Appx 2-3	**SPORTS UTILITY VEHICLE** 2024 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Ford Escape 2WD or Equivalent. Year, Make & Model _____ As per the following and attached specifications. Furnish literature and specifications. Vehicle may be on lot or able to be delivered by February 1, 2024. Time to deliver vehicle after receipt of order/award _____ Upon award the City will purchase two (2) Ford Escapes or equal. Color to be white. Vehicles to have 4 corner LED strobes. Include Certificate of Title in your bid price. The City reserves the right to inspect any vehicle bid prior to award. All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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.

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

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Delivery may be a consideration in the award of this bid.

CITY WILL AWARD VEHICLES BASED ON PRICING ITEM BASIS.

ITEM BASIS AWARD BASED ON PRICE AND DELIVERY AVAILABILTY.

			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

' Ford Escape Sport Utility Vehicle or equivalent as per the following MINIMUM specifications:

	Yes	No
1. Engine- 2.5 Liter	____	____
2. Fuel Type- Gasoline	____	____
3. Wheelbase – 105.9" minimum	____	____
4. Drive Type- Front Wheel Drive	____	____
5. Transmission- Automatic	____	____
6. Color- White	____	____
7. Dual Air Bags	____	____
8. Heat and Air Conditioning- Factory Installed	____	____
9. Radio- AM/FM with CD Player/MP# with 6 speakers- Factory Installed	____	____
10. Mirrors- Sideview- Integrated blind spot mirror	____	____
11. Cruise Control- Factory Installed	____	____
12. Tilt Steering- Factory Installed	____	____
13. Brakes- Anti Lock Brakes	____	____
14. Wheels- No Hub Cabs	____	____
15. Keys- Four (4) sets of keys fully functional with electronics finished with each vehicle.	____	____
16. Power windows	____	____
17. Power Door Locks	____	____
18. Floor Mats- All weather floor mats (set of 4).	____	____
19. Camera- Rear back up camera	____	____
Delivered by February 1, 2024 or earlier	____	____

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:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kitchen Equipment & Supply Co. for serving glasses and dishwasher racks for the Convention Center.
Convention center expense.

Amount of Contract:

$20,521.38

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

ATTACHMENTS:

Description	Type	Upload Date
20240109 Kesco Agenda Package POs	Cover Memo	1/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:21 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
3732	2024	(F6080) CONVENTION CENTER	SERVING GLASSES AND DISHWASHER RACKS FOR CONVENTION CENTER (BELOW BID REQUIREMENT, PRICE QUOTE)	$20,521.38	(282978) KITCHEN EQUIPMENT & SUPPLY CO

Adopted:

_____
City Clerk

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No: 6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
KITCHEN EQUIPMENT & SUPPLY CO
KESCO-FLORIDA
2716 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-450-2221
Fax 251-450-3111

Ship To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602
KTURNER@ASMGLOBALMOBILE.COM

Delivery Reference
KAREN TURNER

Deliver To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes AS PER YOUR QUOTE #30704 DATED 1-2-2024 BY RYAN SAGE			
001	Wine Glass Libbey Model No. 7505 Packed 1 cs Balloon Wine Glass, 181/4 oz., Finedge® and Safedge® rim guarantee, glass, Vina ™ (H 81/4"; T 31/8"; B 31/4"; D 4") (12 each per case)	50.00 CASE	59.88000	2994.00
	1 6080.70.00.0000.0000.0000.0000.0000.44020.			2994.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
002	Glass Dishwasher Rack Vollrath Model No. 5272111 Packed 2 ea Signature Compartment Rack, full size, (16) compartments, XXTall, 19 3/4"W x 193/4"D x 97/8"H,	38.00 EACH	87.48000	3324.24

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No:
	6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	(compartment size 43/8"W x 43/8"D x 8 1/2"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)			
	1 6080.70.00.0000.0000.0000.0000.0000.44020.			3324.24
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
003	Wine Glass Libbey Model No. 3965 Packed 1 cs White Wine Glass, 81/2 oz., Safedge® rim & foot guarantee, Teardrop™ (H 71/8"; T 25/8"; B 23/4"; D 3") (24 each per case)	45.00 CASE	108.82000	4896.90
	1 6080.70.00.0000.0000.0000.0000.0000.44020.			4896.90

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No:
	6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
004	Glass Dishwasher Rack Vollrath Model No. 5284411 Packed 2 ea Signature Lemon Drop™ Rack, full size, (30) compartments, XTall plus, 193/4"W x 193/4"D x 91/4"H, (compartment size 33/16" diameter x 711/16"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)	17.00 EACH	74.36000	1264.12
1	6080.70.00.0000.0000.0000.0000.0000.44020.			1264.12

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No:
	6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
005	Old Fashioned/Rocks Glass Libbey Model No. 916CD Packed 1 cs Rocks Glass, 8 oz., heavy base, Finedge® rim, Safedge® rim guarantee (H 31/4"; T 3"; B 27/8"; D 3") (36 each per case)	12.00 CASE	83.41000	1000.92
	1 6080.70.00.0000.0000.0000.0000.0000.44020.			1000.92
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER Deliver To			

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No: 6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
006	Glass Dishwasher Rack Vollrath Model No. 5281110 Packed 5 ea Signature Lemon Drop™ Rack, full size, (30) compartments, short plus, 193/4"W x 193/4"D x 47/8"H, (compartment size 33/16" diameter x 31/4"H), polypropylene, light green, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy)	14.00 EACH	40.39000	565.46
	1 6080.70.00.0000.0000.0000.0000.0000.44020.			565.46
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No:
	6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
007	Glass, Champagne/Sparkling Wine Libbey Model No. 3096 Packed 1 cs Flute Glass, 53/4 oz., Safedge® rim & foot guarantee, onepiece, Perception® (H 81/2"; T 17/8"; B 23/4"; D 23/4") (12 each per case)	70.00 CASE	55.91000	3913.70
	1 6080.70.00.0000.0000.0000.0000.0000.44020.			3913.70
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
008	Glass Dishwasher Rack Vollrath Model No. 5271711 Packed 2 ea Signature Compartment Rack, full size, (36) compartments, XXTall, 19 3/4"W x 193/4"D x 97/8"H, (compartment size 27/8"W x 27/8"D x 8 1/2"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer	23.00 EACH	87.48000	2012.04

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No:
	6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	to vollrathfoodservice.com for full warranty policy)			
1	6080.70.00.0000.0000.0000.0000.0000.44020.			2012.04
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KAREN TURNER Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
009	FREIGHT	1.00 EACH	550.00000	550.00
	Vendor Item Inventory Item/Loc 14009			
1	6080.70.00.0000.0000.0000.0000.0000.44020.			550.00

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No: 6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KAREN TURNER

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 20521.38

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

Account	Amount	Remaining Budget
6080.70.00.0000.0000.0000.0000.0000.44020.	20521.38	
CONVENTION CENTER EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/05/24	BRENDA RHODES	
Approved	01/05/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/05/24	RELYA MALLORY	Auto approved by: 910511034
Approved	01/09/24	DONALD ROSE	Auto approved by: 9105paij
Approved	01/09/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/09/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	01/09/24	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To	Requisition 00003732-00 FY 2024
ACCOUNTS PAYABLE	PO 24003372
P O BOX 389	Acct No:
	6080.70.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KTURNER@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KAREN TURNER
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 01/09/24 JOHN PAINE			
	Approved 01/09/24 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for two Redexim base rakes and speed-clean turf sweepers for Parks & Rec.
Capital equipment, Parks & Council.

Amount of Contract:

$26,122.00

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	1/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:21 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
2353	2024	(2012) PARKS MAINTENANCE	2 REDEXIM BASE RAKES AND SPEED CLEAN TURF SWEEPERS FOR MPRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$28,122.00	(293037) SHAW CONTRACT FLOORING SERVICES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00002353-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	MUNICIPAL GARAGE
SHAW SPORTS TURF	770 GAYLE STREET
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36604
CALHOUN, GA 30701	CARTERD@CITYOFMOBILE.ORG
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	CATHY HANKINS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/24	293037				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	SOURCEWELL CONTRACT 031622-SII AS PER YOUR QUOTE			
006	REDEXIM BASE RAKE WITH BRUSHES, TINES AND WHEEL KIT. QUOTE ATTACHED FOR ALL LINES, CONRT# 031622-SII	2.00 EACH	3866.50000	7733.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0022 .OPERSUPPLS. .			7733.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference CATHY HANKINS			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
007	REDEXIM SPEED CLEAN WITH TOW AND	2.00	9248.25000	18496.50

Bill To	Requisition 00002353-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910519540 Status: Released Page 2

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/24	293037				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MAGNET KIT	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0022 .OPERSUPPLS. .			18496.50
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
008	FREIGHT	1.00 EACH	1357.00000	1357.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0022 .OPERSUPPLS. .			1357.00

Bill To	Requisition 00002353-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910519540 Status: Released Page 3

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/24	293037				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
009	LIFT GATE CHARGE	1.00 EACH	536.00000	536.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0022 .OPERSUPPLS. .			536.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference CATHY HANKINS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00002353-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	MUNICIPAL GARAGE
SHAW SPORTS TURF	770 GAYLE STREET
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36604
CALHOUN, GA 30701	CARTERD@CITYOFMOBILE.ORG
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	CATHY HANKINS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/24	293037				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			28122.50

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

Account			Amount	Remaining Budget
E E0022	.OPERSUPPLS.	.	28122.50	156197.15

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	28122.50	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/30/23	KIM CARMODY	
Approved	11/30/23	DANIEL OTTO	Auto approved by: 910520521
Forward	12/13/23	KIM CARMODY	Automatic Forward to 91055604
Approved	12/14/23	DANIEL OTTO	
Approved	01/05/24	KIM CARMODY	Auto approved by: 91055604
Approved	01/05/24	DANIEL OTTO	
Approved	11/30/23	BRENDA RHODES	
Approved	11/30/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/30/23	RELYA MALLORY	Auto approved by: 910511034
Approved	12/14/23	BRENDA RHODES	Auto approved by: 910514227
Approved	12/14/23	TIFFANY HOLLINS	
Approved	12/14/23	RELYA MALLORY	Auto approved by: 910514227
Approved	01/05/24	BRENDA RHODES	
Approved	01/05/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/05/24	RELYA MALLORY	Auto approved by: 910511034

Bill To	Requisition 00002353-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	MUNICIPAL GARAGE
SHAW SPORTS TURF	770 GAYLE STREET
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36604
CALHOUN, GA 30701	CARTERD@CITYOFMOBILE.ORG
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	CATHY HANKINS
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/24	293037				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	12/12/23	STEVEN KRONINGER		Need additional information	
	Rejected	12/14/23	STEVEN KRONINGER		nd updated quote showing contr	
	Approved	01/08/24	DONALD ROSE		Auto approved by: 910519540	
	Approved	01/08/24	SANDRA LEWIS		Auto approved by: 910519540	
	Approved	01/08/24	STEVEN KRONINGER			
	Approved	01/08/24	SAMANTHA COOLEY		Auto approved by: 910519540	
	Approved	01/08/24	JOHN PAINE		Auto approved by: 910519540	
	Approved	01/08/24	MICHAEL SPAFFORD		Auto approved by: 910519540	
	Queued	01/12/24	KIM CARMODY		Auto approved by: 910519540	
	Queued	01/12/24	DANIEL OTTO		Auto approved by: 910519540	
	Pending		BRENDA RHODES		Auto approved by: 910519540	
	Pending		TIFFANY HOLLINS		Auto approved by: 910519540	
	Pending		RELYA MALLORY		Auto approved by: 910519540	
	Pending		DONALD ROSE		Auto approved by: 910519540	
	Pending		SANDRA LEWIS		Auto approved by: 910519540	
	Pending		STEVEN KRONINGER		Auto approved by: 910519540	
	Pending		SAMANTHA COOLEY		Auto approved by: 910519540	
	Pending		JOHN PAINE		Auto approved by: 910519540	
	Pending		MICHAEL SPAFFORD		Auto approved by: 910519540	

Authorized By: _____ Date: _____
Signature

Shaw Integrated and Turf Solutions, Inc.

Turnkey turf surfacing

#031622-SII
Maturity Date: 5/26/2026

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 031622-SII gives access to the following types of goods and services:

- Product consultation
- Ground removal & preparation
- Specification & design support
- Construction consultation
- Logo & field markings
- Infill placement
- Field inspection
- Maintenance & care
- Synthetic sports turf field design
- Reclamation, recycle, & reuse programs
- Alternative infills
- Performance shock pads

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

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

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Sourcewell

Solicitation Number: RFP #031622

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Ave., Dalton, GA 37021 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

Notwithstanding anything herein to the contrary, Supplier's warranty of the Equipment, Products, and Services is subject to the applicable generally published manufacturer's limited product warranty, such that in the event of a conflict between this Contract and such manufacturer's limited product warranty, the terms of the manufacturer's limited product warranty control. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS CONTRACT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

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

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Unless exempt, the applicable Participating Entity is responsible for all applicable taxes arising from the provision of Equipment, Products, or Services under this Contract, which shall be in addition to any other pricing for such goods and/or services.

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

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

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. Sourcewell's approval of such requests will not be unreasonably withheld. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

Upon receipt of a properly submitted request, Sourcewell will approve Equipment, Product, or Service price increases, without limitation, if such increase is attributable to a material change in applicable duties, taxes, tariffs, similar charges, or other government action.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference. Sourcewell will use commercially reasonable efforts to expedite the effective implementation of any approved Price and Product Change Request.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and, where appropriate, will encourage potential participating entities to join Sourcewell, unless such potential participating entity is already a member of another group purchasing organization or similar cooperative organization. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order must clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery, installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Participating Entity notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

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Sourcewell is responsible for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

    a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all third-party suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier under this Contract, in strict compliance with Supplier's applicable specifications, in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

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16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The defaulting party will have 60 calendar days, unless otherwise approved in writing by the non-defaulting part, to cure an outstanding issue, or, if such issue is not capable of cure within 60 calendar days, to commence curing such issue and continue to diligently pursue such cure until complete.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute provided that Sourcewell and the applicable Participating Entity(ies) are current in all payment obligations, if any. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 60 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages to the extent permitted by this Contract. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or

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- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Shaw Industries, Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Chuck McClurg DE2133F6A5DB49F...
Jeremy Schwartz	Chuck McClurg
Title: Chief Procurement Officer	Title: Vice President
Date: 5/23/2022 | 2:13 PM CDT	Date: 5/25/2022 | 12:01 PM PDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 5/25/2022 | 9:22 PM CDT

RFP 031622 - Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

Vendor Details

Company Name:	Shaw Contract Flooring Services, Inc.
Does your company conduct business under any other name? If yes, please state:	Shaw Sports Turf
Address:	185 S Industrial Blvd Calhoun, Georgia 30701
Contact:	Jimmy Marshall
Email:	jimmy.marshall@shawinc.com
Phone:	615-879-0136
HST#:	

Submission Details

Created On:	Thursday February 03, 2022 10:36:23
Submitted On:	Wednesday March 16, 2022 14:02:27
Submitted By:	Jimmy Marshall
Email:	jimmy.marshall@shawinc.com
Transaction #:	54b4e149-3538-4b56-955e-2625b1bad1db
Submitter's IP Address:	104.129.206.71

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Shaw Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Shaw Sports Turf, ShawGrass, Southwest Greens, Watershed Geo	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA	*
4	Provide your CAGE code or DUNS number:	78-637-1393	*
5	Proposer Physical Address:	185 S Industrial Blvd. Calhoun, GA 30701	*
6	Proposer website address (or addresses):	www.shawsportsturf.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck McClurg, Vice President - Shaw Turf	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jimmy Marshall, Director of Cooperative Sales 185 S Industrial Blvd Calhoun, GA 30701 615-879-0136 jimmy.marshall@shawinc.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw Industries, a Berkshire Hathaway, Inc. company, is the world's largest carpet manufacturer and leading floor covering provider with more than $6 billion in annual sales and over 20,000 associates worldwide. Now, with the marriage of proven tradition and expanding arenas, Shaw applies the same philosophy of innovation that has been woven into more than a decade of legendary carpet manufacturing to the synthetic turf market. Through substantial assets, investments, key acquisitions and partnerships, Shaw Sports Turf has quickly secured a leadership position as a complete turnkey surfacing company excelling in providing synthetic solutions for sports, commercial, residential landscaping, pet facilities, parks, playgrounds and landfill closures Shaw Industries acquired Sportexe Construction Service, a successful 20 year veteran of the sports turf industry in 2009. By 2010 Shaw Sports Turf was a fully integrated manufacturing and supply chain for complete control of product quality from design to completion. Also the same year, Shaw Sports Turf contracted the largest synthetic turf sports field installation in the U.S.A., a 1.7 million sq. ft. multi-field sports complex. Closely following the landmark installation, Shaw constructed a 13,000 sq. ft. sports science laboratory, the industry's largest and most advanced lab for product development and testing.	*

11	What are your company's expectations in the event of an award?	Shaw looks forward to continuing our positive relationship with Sourcewell. Our fully turn-key services are ready to provide project management and coordination. If awarded, Shaw intends to leverage the Sourcewell agreement in the government and educations sectors to provide members with top-of-the-line products and services that will make every project a seamless experience.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Shaw Industries, Inc. is a privately held company and, as such, we are unable to provide financial statements. We will be providing a D&B report to show our financial viability for your project.	*
13	What is your US market share for the solutions that you are proposing?	Our US market share is 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Our Canada market share is 5%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Shaw Industries has never had to petition for Bankruptcy protection. As a subsidiary of Berkshire Hathaway, Shaw benefits from a strong financial backing.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw Industries, Inc. is classified as a Manufacturer. Your members will work with a mixture of Shaw employees and third-party vetted installers. Our company is vertically integrated so the manufacturing of the products to the sale and delivery is all conducted by Shaw employees. Shaw then partners with one of our vetted and trusted contracting groups to provide top-of-the-line installation services. Whether employed by us or contracted out Shaw stands by our products and installation.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw Industries holds the appropriate tax certificates, business licenses, and contractor licenses in the United States and Canada. These licenses and certifications can vary from location to location and as such Shaw is vigilant in keeping up to date to provide our services.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Shaw Industries, Inc. has never had any suspensions or debarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Shaw Sports Turf is proud to hold 450+ONE certification. The 450 means that our products go through a minimum of 450 quality and performance tests. The +ONE represents our commitment to going above and beyond with our products. Shaw Sports Turf has also been recognized for not having a single fiber failure in our history of manufacturing sports turf. Since all of our products are manufactured here in the United States our products go through some of the most stringent quality standards in the industry. Our other industry recognitions include: 2022 - Training APEX from Trianing Magazine: Recognized for commitment to and success with employer-sponsored training and development programs. 2021 - 50 Best Companies to Sell For from Selling Power: Shaw Industries ranked 12th on the list, ranking factors included compensation, benefits and sales training. - Best-In-State Employer for Georgia from Forbes: Ranked 11th on list of 100 employers in the state of Georgia. - GreenStep Award - People Honoree from Floor Covering Weekly: Recognized for prioritizing the health and wellbeing of associates in response to the COVID-19 pandemic. - Shipper of Choice from FreightWaves: Recognized among the top 25 different manufacturers, distributers, and retailers across the USA, for company's ability to keep the American economy moving. 2020 - w3 - Gold & Silver from the Academy of Interactive and Visual Arts: Recognized for creative excellence of Websites, Marketing, Video, Mobile, Social, and Podcasts. - America's Best Employers for Diversity - #454 Culture from Forbes: Companies with 1,000+ associates were evaluated on: Recommendations from associates and non-associates, diversity among executives and diversity KPIs based on public data. Over 50,000 participated. 2019 - America's Best Employers for Diversity from Forbes: Evaluated on recommendations from associates, recommendations from non-associates, diversity among top executives/board and diversity KPIs. - Responsible Business Awards: Finalist from Ethical Corporation: Finalist for circular innovation, plastics innovation and diversity & inclusion leadership. - Top 30 Company By Giving from United Way of the Coastal Empire: Recognizes “most generous workplaces” by releasing the top 30 of more than 500 companies and organizations whose employees give to the United Way campaign. 2018 - 2018 Employer of the Year from Service Providers Association for Developmental Disabilities (SPADD): Nominated by Cross Plains Community Partner for our commitment to creating an inclusive workplace. - America's Best Large Employers from Forbes Magazine: Forbes partners with a market research company to rank the best employers in America.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 30% of our sales were to the government sector for the past 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 30% of our sales were to the education sector for the past 3 years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently hold a contract with Sourcewell as well as 8 other cooperatives. These cooperatives are: NASPO ValuePoint AEPA TIPS COSTARS OMNIA Partners Our client information is confidential. We do not share their sales numbers, In turn, we would not share Sourwell's numbers.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Furman University	Gary Clark	864.294.3460	*
Baltimore Ravens	Keith Weldon	410.701.4215	*
Louisiana State University	Ronnie Haliburton	225.578.2885	*
Georgetown University	Brian McGuire	202.687.2435	
Montana Tech	Chuck Morrell	406.565.6175	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Union County	Government	New Jersey - NJ	Turf Field Replacements, Repair, Maintenance	$250,000- $1,500,000	$4,000,000	*
MidAmerican Energy Sports RecPlex	Non-Profit	Iowa - IA	Turn key turf conversions	$250,000- $1,000,000	$3,500,000	*
Murfreesboro Parks and Recreation	Government	Tennessee - TN	turn key turf conversions	$300,000 - $1,500,000	$4,000,000	*
Cobb County	Education	Georgia - GA	turn key turf conversions, maintenance, replacement	$250,000 - $1,000,000	$5,000,000	*
DeKalb County Parks and Recreation	Government	Georgia - GA	turn key turf conversions, maintenance, repairs, replacements	$250,000- $1,000,000	$2,500,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	The highest level executive in charge of or Shaw Turf is Chuck McClurg. Chuck is responsible for leading the Sales, Operations, and Marketing teams for Shaw Turf and Specialty Markets - the driving energy of this segment is Shaw Sports Turf. This business segment is made up of more than 150 employees. The outside sales team is comprised of our VP of Sales, three RVP's covering the East & West United States and Canada, and 22 full time sales people. The brands represented by our sales team are Shaw Sports Turf, Shawgrass, WatershedGeo, and Southwest Green product lines	*
27	Dealer network or other distribution methods.	Shaw proudly hosts its own transportation network allowing us to get our products to you quicker. We have the capability to distribute both in the US and Canada through our 30 distribution centers, 800 trucks, and 3000 trailers. Shaw associates will be the people that process, handle, and ship products nationally and globally.	*
28	Service force.	Shaw is offering fully turnkey service and project management. A Shaw associate will handle all aspects of the project from ensuring product availability to coordinating general contractors for installation. The Shaw project manager will be the single point of contact on every project. In order to accommodate installation Shaw will hire vetted general contractors to complete the project.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of your members will be assigned a Shaw project manager. The Shaw associate will work with your member during the custom design phase and throughout shop drawing submittals.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Shaw seeks to keep customer service simple. The project manager will be the single point of contact for the assigned Sourcewell member. The point of contact will work with a team assigned to the customer to help fulfill the request. Response time is typically within 24 hours. For our manufacturing, after the synthetic turf and inlays have been approved manufacturing the custom product typically takes 21 days to complete. After the product is completed shipping usually takes another one to four days depending on the destination. Finally the Installation under normal circumstances takes around 21 days to complete. Since our company is vertically integrated we are able to control most aspects of the manufacturing and delivery process. This control usually allows us the ability to meet the goals we set.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Shaw Industries is willing and able to provide both our full line of products and services to any area in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Shaw is willing and able to provide both our full line of products and services to any area in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that we could not serve.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Shaw Industries has the size and capability to fully serve any entity through our proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions for the given areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Segment-specific marketing materials with the Sourcewll contract information and logo will be readily available online. Targeted email campaigns to Sourcewell Members and potential members will announce the contract. Our dedicated personnel from Shaw Sports Turf will promote and champion the Sourcewell contract. We will also provide incentives to the sales force and conduct extensive sales force training.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Shaw, through our Sports Turf Social media, will announces all new contracts to make our partnership known. The announcement is made through our official Twitter, Facebook, Instagram, and LinkedIn. We also use the Shaw Sports Turf website to provide content such as new marketing collateral and new educational videos targeting Sourcewell members. Furthermore, we use collected metadata to understand what messages are working and how to improve our message to continue reaching prospective partners for both Sourcewell and Shaw.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We ask that Sourcewell continue our proven relationship by providing access to the Sourcewell members, information about potential members, email lists, access to leads and cross-promotion of websites. We also ask that Sourcwell continue your role in the active training of the Shaw Sports Turf sales force.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Shaw Sports Turf does not offer any e-procurement ordering.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Shaw Sports Turf's service after the sale is second-to-none. We offer onsite training, as well as written and video maintenance training free of charge to ensure proper care and use of Turf and the additional maintenance equipment. Our automated system tracks maintenance needs and will issue a reminder when it is time for important maintenance milestones.	*
41	Describe any technological advances that your proposed products or services offer.	No other manufacturer in the industry can match the amount of innovation and research that goes into our turf. Shaw Sports Turf had a goal to create the most natural feeling turf out there. Most recently, our GAMEON product line has redefined the design and installation for the synthetic turf industry, This proprietary technology, along with our innovations around fiber and infill are unmatched in this space. - Fiber: Our newest fiber Thunderbolt is built to last. The fiber was designed to handle more wear and tear so that the turf maintains its performance capability and appearance for longer. - Infill: Our infill is a combination of course and fine materials. This allows for balance that provides the natural feel and increase traction and balance. Backing: Because Shaw is vertically integrated we are able to design and make backing specifically made for athletic turf. Our UltrLoc 2.0 backing provides dimensional stability, requires less infill, and provides a stronger turf bind. Cooling Technology: The HydroChill cooling system allows players on the turf to remain cool in the heat, through the natural system of evaporative cooling. As the sun gets higher in the sky and more of the field is heated up, the moisture trapped in the HydroChill infield causes the playing field to have a significant change in temperature that last longer than natural moisture evaporation.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sourcewell and Shaw share a vision of creating a better tomorrow. Shaw offers several initiatives to help lessen our impact on the planet. All of our products come with Declare labels and Health Product Declarations. These provide your participating entities with transparency as to what is in the products they purchase. We are also committed to reducing our energy intensity and carbon emissions. All the offered products will be manufactured in one of our commercial carbon neutral plants. Another initiative Shaw has great pride in is our reclamation and recycling. By partnering with our customers we reclaim our old products at the end of their life cycle and repurpose them into the manufacturing of new products.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Shaw Industries takes our commitment to material responsibility seriously. Today, 90% of our products are Cradle to Cradle certified, which is the most stringent environmental standard.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NA	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our 50 years of experience and financial strength contribute to our ability to deliver innovative products and world-class service. We are a wholly-owned Berkshire Hathaway subsidiary with $6.2 billion in annual revenue. This history has allowed us to become one of the most vertically integrated companies in the industry. This level of integration allows us to drive down costs while ensuring high quality. We own and control the majority of the following aspects of our business including: • Manufacturing • Warehousing • Distribution • Customer experience • Recycling process	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The Shaw Sports Turf warranty covers the synthetic turf system to include installation. Shaw Sports Turf does not warranty the base under the synthetic turf system.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, the warranty imposes no restrictions or limitations that would adversely affect coverage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranties do cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can service all areas of the United States and Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We do not warranty other manufacturers' products. Warranty issues from other manufacturers' products are typically passed to the original manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Shaw Sports Turf makes each product custom for all of your members. Due to the unique nature of each product manufactured, we cannot accept returns or exchanges.	*
52	Describe any service contract options for the items included in your proposal.	We are offering multiple levels of maintenance plans to Sourcewell members. Details and pricing plans are included in pricing document.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we accept both checks and ACH payment. Our preferred method is ACH. A schedule of values will be issued with each contract.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Shaw understands the need of the education and government sectors to conserve their capital. We can offer your members flexible payment terms tailored to meet their needs. We also can offer financing through NCL Government Capital, as well.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Shaw will provide a standard boiler plate purchasers contract on request.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept P-Card. There is a 2.5% fee.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Shaw is submitting a line item discount model.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Each product has a ceiling price that is discounted a minimum of 5% from our published pricing; however, each project is priced based on specific circumstances. Typically, the final negotiated pricing results in a much greater discount from the published list price for the Sourcewell member.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are considered on a project-by-project basis.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	"sourced" or "open market" items will be priced using RS Means. A minimum of 3% off RS Means list price will be offered. RS Means is a self contained construction cost estimating tool that features numerous costing line items that are updated quarterly by region to account for changing costs and wage rates.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Applicable taxes are the only items not included in our pricing submitted with this proposal.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included in our pricing unless noted as FOB Dalton or FOB Plant	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight rates for material and equipment to Alaska and Hawaii will be added to the not-to-exceed rates and will be shared with the Sourcewell member during the final project negotiation.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Published pricing is consistent across cooperative offers, but additional discount are provided to Sourcewell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each Sourcewell project will be audited by our Accounting Manager on a monthly basis to ensure compliance with our contract with Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	a. Additional tracking mechanisms have been added into our internal system to monitor successes. b. Internal programs measure Sourcewell jobs and usage compared to typical public bid jobs. c. Monthly reports of Sourcewell contracted jobs	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Shaw is proposing a two tiered administrative fee structure. Dollar amounts $0-$999,999 carry a 2% fee and dollar mounts $1,000,000 + carry a 1% fee	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are proposing custom manufactured athletics/sports field-related services. Our services include: - Product consultation - Specification and design support - Construction Consultation - Product Management - Removal/Ground Preparation - Logo positioning and Field Markings - Infill Placement - Field Inspection - maintenance and Care - Synthetic Sports Turf Installation - Robust Warranties - Reclamation and Reuse Programs	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We also offer: - Design Services - Consulting Services - Field Construction and Installation - Additional Site Work as Required by the Member - Equipment	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
71	Indoor and outdoor athletic and recreational artificial turf and running track surfaces and sub-surfaces	(•) Yes ( ) No	Shaw Sports Turf is offering our full product line of outdoor artificial turf and sub-surfaces, including shock pads.	*
72	Equipment, options, accessories, technology, materials, and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in Line 71 above	(•) Yes ( ) No	In addition to our turf, Shaw will also offer the maintenance products and equipment. This includes: Inlays Infill Shock Pad	*
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	Shaw Sports Turf is offering turn-key services. Our associate will provide: Project Management, product and maintenance training, installation inspection and customer service support. Our vetted third party contractors will provide: Removal service, disposal, installation services, refurbishment, and major repairs .	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	Our turf is manufactured in Shaw facilities by experienced Shaw associates right here in Northwest Georgia. Our manufacturing facilities, equipment and processes are second to none and that shows through the quality of our Shaw Sports Turf product line. Since we have begun manufacturing fields, we've yet to have a single fiber failure. We're committed to upholding our record – building our fields using the best innovations in the industry designed for wear and durability. We Offer FIFA compliant products and installation, evaluated for material construction, durability, player/surface interaction, ball/surface interaction, and field construction.	*
75	Describe any sustainability design features your product offers.	Shaw always looks to keep sustainability at the forefront of our product manufacturing. Many of our Shaw products backing is made using recycled products. This allows us to use less new material and lessens our carbon footprint. We also use rubber in our infill which keeps old tires out of the landfills.	
76	Describe the installation process and how it is managed from product order to completion.	After the consultative sales process and pricing is completed, a contract between Shaw Sports Turf and the Sourcewell member is written. The regional project manager will become the primary contact for the Sourcewell member. Shaw Sports Turf can write the contract or execute a contract written by the member. This contract process protects both parties on a construction project of this magnitude. Execution of this contract will serve as the order placement. Please note that all contracts are subject to approval by Shaw Financial Services. Once contract is executed, shop drawings are issued for approval and requested submittals are produced. This process can take anywhere from 7-21 days depending on scope, scale, design, etc. With each field being a custom order, the approval process is the key to progressing to the manufacturing stage. Custom manufacturing typically takes 21 days and requires between 1 and 4 days to ship depending on project location. Installation on a prepared surface typically takes between 14 and 21 days.	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Price List RFP 03162022 .xlsx - Tuesday March 15, 2022 08:42:05
- Financial Strength and Stability - shaw-industries,-inc._D&B_02-23-2022.pdf - Wednesday March 09, 2022 09:21:07
- Marketing Plan/Samples - SST_Marketing_v2.pdf - Monday March 14, 2022 08:24:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Shaw Turf Warranty Information.pdf - Monday March 14, 2022 08:23:24
- Standard Transaction Document Samples - Shaw Sports Turf - 02.28.2022_Installation Subcontract VS 20_6.pdf - Monday March 14, 2022 15:10:58
- Upload Additional Document - Cerificates & Distribution List.zip - Wednesday March 16, 2022 13:59:38

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jimmy Marshall, Director of Cooperative Sales , Shaw Industries, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Artificial_Turf_RFP_031622 Tue March 8 2022 04:36 PM	☑	2

DocuSign Envelope ID: DFA432A3-FBD0-4523-9FA4-93B7403EBA2A

AMENDMENT #1
TO
CONTRACT # 031622-SII

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Integrated and Turf Solutions, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies, effective May 25, 2022, through May 26, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 11/29/2023 | 9:04 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 11/29/2023 | 9:07 AM CST

Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:
By: Jane M. Stahl
D26D7FEEC7FF466...
Jane M. Stahl

Title: General Counsel & Secretary

Date: 11/29/2023 | 7:27 AM CST

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

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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Professional Services Contract with Minnikin Resources, Inc.

Amount of Contract:
NTE $80,000.00

Effective Date of Contract:
1/16/2024

Funding Source

Project # Professional Services Contract with Minnikin Resources, Inc.

Discretionary Funds n/a

Project String 10049000 42200

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Professional Services Contract with Minnikin Resources, Inc.	Resolution Letter	1/4/2024
Professional Services Contract	Backup Material	1/4/2024

REVIEWERS:

Department Reviewer	Action	Date
		1/5/2024 - 12:25

Accounting	Bryars, Donna	Approved	PM
Legal	Kern, Chris	Approved	1/5/2024 - 2:26 PM
Legal	Kern, Chris	Approved	1/5/2024 - 2:26 PM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:22 PM

2024

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City Council and Mayor of the City of Mobile appoint members of multiple boards and commissions which conduct business of the City of Mobile; and

WHEREAS, it is in the public interest that said boards and commissions operate efficiently with guidance, consultation and training from a consultant with expertise on board governance; and

WHEREAS, the City of Mobile seeks to enter into a contract with Minnikin Resources, Inc., not to exceed a total of $80,000.00, to provide review and consultation regarding the City boards and commissions in order to improve and maximize their efficiency; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the "Professional Services Contract" with Minnikin Resources, Inc., not to exceed a total of $80,000.00 in fees and expenses, and further to perform all acts necessary in connection with said Contract, which contract, or one substantially identical thereto, is attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama ("City"), and Minnikin Resources, Inc., a foreign corporation registered to do business in Alabama ("Contractor"), this 20th day of December, 2023, as follows:

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall perform the services described in the Statement Of Work last Modified December 6, 2023, designated Exhibit "A" which is attached hereto and incorporated herein.

II. COMPENSATION

For services rendered hereunder the City agrees to pay Contractor for the costs per hour for staff and other costs associated to this work as outlined in Exhibit A, attributable to the scope of work, not to exceed, however, a total of $70,000.00 for services. Compensation shall be disbursed following receipt of invoices from Contractor and shall be paid with an initial sum of $24,000.00, representing a first disbursement upon complete execution of this contract by both parties, and subsequent disbursements upon completion of job milestones as provided in Exhibit A. Additionally, travel costs that fall within standard City of Mobile employee guidelines shall be reimbursed in an amount not to exceed $10,000.00, for a total contract maximum not to exceed $80,000.00. Invoices from the Contractor, including receipts for travel expenses, shall be submitted to the City for services rendered. Payment by the City shall be made within 30 days after receipt of an invoice.

PM

III. TERM OF AGREEMENT

Services to be provided hereunder shall commence upon complete execution of this Agreement and shall be continuous until the scope of work has been completed or until December 31, 2024, whichever occurs first.

IV. GENERAL PROVISIONS

A. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

B. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed.

C. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City.

D. Contractor shall maintain a general liability policy of insurance in a minimum amount of $1,000,000.00 at all times during the term of this contract, naming the City as an additional insured. Contractor shall deliver

to City a certificate of insurance evidencing said coverage.

E. Contractor shall indemnify and hold harmless the City and its elected officials and employees from and against any claims, damages, losses and expenses, including, but not limited to attorney fees, arising out of or resulting from the services provided in this agreement. Notwithstanding, in no event shall City liability hereunder exceed the amounts recoverable as damages under § 11-93-2 of the *Code of Alabama,* and nothing contained in this agreement will be deemed to constitute a waiver by City of the statutory limit on damages available to municipalities, counties or other governmental entities.

F. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

H. All notices, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Attorney
City of Mobile Legal Department
P O Box 1827
Mobile, AL 36633-1827

And to Contractor at:

PM

Minnikin Resources, Inc.
543 Tower Road
Halifax, Nova Scotia B3H 2X4

I. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein. To the extent any provisions of the Exhibit A attached are in conflict or inconsistent with a provision of this agreement, that provision of the agreement shall govern.

J. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile County, Alabama.

K. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

L. All right, title and interest in and to the work products provided by the Contractor to the City shall be the property of the City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of the Contractor.

M. The Contractor agrees it is not currently engaged in, and shall not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

N. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

O. This Agreement may be terminated by City at any time by submitting a written notice to the other party thirty (15) days in advance of the date on which the agreement is to be terminated. Upon such termination, the Contractor shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the actual work performed bears to the total work otherwise required hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By:_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR: Minnikin Resources, Inc.

By:_____

Its: Principal

PROVINCE OF Nova Scotia
COUNTY OF Halifax

I, the undersigned authority in and for said county in said province, hereby certify that Paula Minnikin, whose name as Principal of Minnikin Resources, Inc. and 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 above and foregoing

instrument, he (she) in his (her) capacity as such officer, with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the 20th day of December, 2023.

_____ Notary Public

My Commission Expires:_____

LISA M. GALLIVAN
A Notary Public in and for the
Province of Nova Scotia

MOBILE ALABAMA

Statement of Work

Mobile Alabama

Mayor's office

Governance Review and Improvement

MINNIKIN RESOURCES INC

DATE LAST MODIFIED: December 6, 2023

VERSION NO: 1.5

DOCUMENT ID: COM23

PREPARED BY: Paula Minnikin

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

Overview

The City of Mobile has 25 Boards and Commissions appointed by the Mayor and council and an additional 10 entities with whom it has contractual management agreements.

These Boards and Commissions provide services on behalf of the city to the citizens of Mobile, and the Mayor and his team are keenly aware that these boards and commissions are very much in the public eye.

These services range from adjudicative boards, such as the Architectural Review Board, to Oversight boards, such as the Housing Authority and boards of several public-facing museums and parks.

These represent a significant investment of Mobile's discretionary funds. They have a considerable role to play in ensuring the equitable and fair operations of the City as well as in enabling and supporting the city's economic development objectives.

Over the past 12 months, Minnikin Resources Inc. has met with 9 of these boards and has worked with several of them to improve their governance practices. This work has resulted in Board orientation and education materials for these boards. Several documents and best practices have also been developed above and beyond the scope of the original statement of work at no additional cost to the City of Mobile, including a spreadsheet for tracking the progress of each board, standard committee charters, consistent commitment letters and several common board policies and procedures.

Both the Mayor and Minnikin Resources agree that there is a benefit in continuing to develop and deliver this education and support materials. Both desire to continue working to continue the improvement journey. The desired end state is to have board members that contribute to their respective boards and also to support a higher level of board education and performance within the community generally.

Minnikin Resources Inc. will review and assess all current governance documentation provided by the Mayor's office and as requested over the duration of the contract. The work with the existing boards will be continued as is appropriate with each, and the Mayor will also identify four to eight more boards for consideration. As in the prior contract, more will be accommodated whenever and wherever possible

The Mayor and each of the next four – eight selected entities will then work with Minnikin Resources Inc. to articulate and define governance and business objectives. A plan will be drafted to address gaps between the current and desired states.

Minnikin Resources Inc. will assist and coach as necessary to support the implementation of this plan, including attending meetings and providing advice as needed. It is agreed that some of these meetings will take place via Zoom.

Minnikin Resources Inc. will provide training sessions on the governance basics to ensure that all members of the Mobile Boards share a standard level of understanding.

Minnikin Resources will also continue to deliver practical materials to improve governance practices as required by each entity.

This work will take place between January, 2024 and December, 2024.

The milestones for payment will be:

1/3 on Acceptance of this Statement of Work

1/3 June 1, 2024

1/3 on December 1, 2024

Minnikin Resources Inc. Commercial terms are standard. All amounts are in $USD. The salient points are:

1) Paula's daily rate is $4000. Sr. Associates are $2000, and Jr. Associates are $1000 (full calendar day)
2) Travel days are $750
3) Off-site prep days are 50% of the daily rate.
4) Travel is billed at cost pass thru. (most cost-effective option) unless otherwise approved in advance by the client. If you prefer that we follow your travel policy, provide a copy. The maximum allowable travel expenses for this contract will be $10,000.
5) Payment terms are "due on receipt."
6) Where travel involves more than one client, costs are prorated.

For this engagement, we propose a fixed price:

USD 70,000. The Mayor's Office selects four to eight additional entities in addition to those that are already underway. We will adjust the mandate over the course of the assignment as changes arise without enduring surprises. As a public entity is essential for the boards to model accountability and transparency.

On execution, one-third of the fixed price will be paid as a deposit. Work begins on receipt of the deposit.

It is understood and agreed that Minnikin Resources Inc. accepts no liability or responsibility for any work product or advice resulting from this business relationship. The City Of Mobile releases and indemnifies Minnikin Resources Inc. from any and all claims now and in perpetuity.

This agreement is the entire agreement.

Minnikin Resources Inc.

BY:_____ Name: Paula Minnikin. Date: December 6, 2023

City of Mobile

BY:_____ Name: _____ Date: _____

Appendix A - The Minnikin Resources Team

Mitchell Archibald, Junior Consultant. Mitchell is a member of the Institute of Corporate Directors and has a certificate in Not-for-Profit Governance from The University of Toronto. Mitchell has experience both sitting on and consulting for not-for-profit boards and recently held the position of Chair for a student association, during which he received a distinguished literary award for his work with governance and policy. Mitchell is passionate about ethics, policy, and student governance.

Paula Minnikin, ICD.D, Principal. Paula's 30-year career has focused on technology, strategy and governance. Paula brings a wealth of technical knowledge, strategic planning and leadership skills. Paula strives to help her clients strike the appropriate balance between avoiding risk and embracing opportunity through the proper use of people, processes and technology.

Paula's value to the governance and leadership consulting field is enhanced by her dedication to both promoting the profession (she is a founder of the ICD chapter in Atlantic Canada) and the unique perspective she delivers by combining her lived experience as a member of C-Suites and Boards, coupled with her grasp of technology.

Paula has served on boards of Private, Not-For-Profit, Academic and Crown Corporations in the capacities of Chair and chairing/vice chairing the Audit Committee, Governance and HR committee, Strategic Planning Committee, and Social Responsibility Committees in each of these sectors.

An avid contributor to the sailing, skiing, basketball, business, academic and arts communities, Paula is also an active community volunteer and has devoted her time and talents to innumerable worthy causes.

Robert Patzelt, Q.C., ICD.D, Sr. Advisor. Robert was appointed Deputy Chair of the Board of Directors for the Workers' Compensation Board of Nova Scotia in July 2018. Robert is the Chair of the Board's Investment Committee and is a Governance and Policy Committee member. He is a member of the Executive Committee of the Maritime Chapter of the Institute of Corporate Directors (ICD). He was a valedictorian of the ICD's Director Education Program and has returned as part of the faculty and as a Director in Residence.

Robert is a recognized long-time business leader and volunteer. He has been actively involved with organizations such as the Canadian Bar Association, Scouts Canada and the Canadian Manufacturers and Exporters. He is Chair of the Northwood Foundation and a member of the Northwood Human Resource Committee, and he is also Chair of the Friends of Hope Cottage. He has been awarded the Queen's Golden and Diamond Jubilee medals for his tremendous service to Canada.

A leading business executive, risk management expert, and corporate lawyer, Robert is also a sought-after consultant in governance, strategic planning, and change management. He is an award-winning public speaker. In 2010, he was named co-chair of the Premier's Council on the Economy.

MINNIKIN
RESOURCES INC

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

To Amend the agreement for the work required in Phase II: Bidding and Construction Administration Services

Amount of Contract:

$94,500.00 (Additional Amount)

Funding Source

Project # Africatown Welcome Center – Engineering & Design CL-036-21 **Discretionary Funds**

Project String G-WLCMCTR1.CONTRSERVC
Africatown Welcome Center – Engineering & Design (20002000-42200) **Contract Number:**4349

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

Grant Funds G-WLCMCTR1.CONTRSERVC **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Amendment Africatown Welcome Center	Cover Memo	1/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/10/2024 - 5:19 PM
Accounting	Threadgill, Randy	Approved	1/11/2024 - 12:17 PM
Legal	Kern, Chris	Approved	1/11/2024 - 12:43 PM

Legal	Kern, Chris	Approved	1/11/2024 - 12:43 PM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:19 PM

RESOLUTION- AMENDMENT

2024

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $94,500.00 will be added to the original contract amount of $416,224.50. 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 – Engineering & Design

Project Number: CL-036-21

Amount: $94,500.00 (Additional Amount)

Adopted:

_____

City Clerk

Amendment to

Professional Service Agreement
for
AFRICATOWN WELCOME CENTER-SITE DEVELOPMENT

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated February 7, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Mott MacDonald Architects, Inc.
107 St. Francis Street, Suite 2900
Mobile, Alabama 36602

For the following Project:
Africatown Welcome Center
Phase I-Engineering & Design
1959 Bay Bridge Road CTF
Mobile, Alabama 36610

Project #: CL-036-21
Grant Project # & Name: G-WLCMCTR1.CONTRSERVC
Contract #: 4349
V#: 275490

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

The following adjustments shall be made to compensation and time:

Compensation:

Whereas, The Owner and Consultant wish to amend the Agreement for the work required in Phase II: Bidding and Construction Administration Services pursuant to the letter dated November 29, 2023 attached hereto.

The original Agreement Sum of Three Hundred Ninety-Nine Thousand Nine Hundred Seventy-four Dollars and Five-Tenths ($399,974.50) plus Reimbursables of Sixteen Thousand Two Hundred Fifty Dollars ($16,250.00) shall be increased by Ninety-Four Thousand Five Hundred Dollars ($94,500.00). Therefore, the new Agreement Sum shall be Five Hundred Ten Thousand Seven Hundred Twenty-Four Dollars and Five-Tenths ($510,724.50).

Time:

The original Agreement Completion Date shall remain unchanged.

City of Mobile:

William S. Stimpson
Mayor, City of Mobile

Date

Consultant:

David Skipper, Senior Vice President, P.E.
Mott MacDonald Architects, Inc.

1/2/2024
Date

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 David Skipper as Senior Vice President of Mott MacDonald Architects, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 2nd day of January, 2024.

NOTARY PUBLIC
My Commission Expires: 4/27/26

KAILA HARRISON
Notary Public - State of Florida
Commission # HH 258118
My Comm. Expires Apr 27, 2026
Bonded through National Notary Assn.

DocuSign Envelope ID: 1E6B7F31-6629-4F22-8646-A3CC9C5127C0

MOTT MACDONALD

Roger Washington, Jr
Project Manager – Architectural Engineer
Architecture and Engineering Department
City of Mobile
AL 36608

Your Reference
CL-036-21

Our Reference
502100719

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 343 4366
mottmac.com

Additional Professional AE Services: Africatown Welcome Center - Phase II
December 13, 2023

Dear Mr. Washington,

Mott MacDonald Architects, Inc. (MM) would like to submit our proposal for additional professional engineering and architectural consulting services (AE Services) for the Africatown Welcome Center – Phase II. Work in Phase II includes construction administration of the Welcome Center. MM proposes to provide this service for architectural, structural, mechanical, electrical, and plumbing disciplines, and to contract with existing sub-consultants including 1 (one) DBEs for civil engineering through SARCOR, LLC, as well as specialty consultants in landscape architecture through Christian Preus Landscape Architecture (CPLA).

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). MM and its sub-consultants are currently providing basic design services up to construction procurement. Phase II will begin once a construction contract is awarded and include construction administration services through project construction final completion and closeout.

Phase II: Bidding and Construction Administration Services

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.

Previous Project Phase I Fee (after reduction of 25%):	$399,974.50
Not to exceed Phase II fee:	**$94,500.00**

MOTT MACDONALD

Proposed Services in Phase II

Proposed Phase II services will be furnished on a time and material basis. Current rates for MM and its sub-consultant are attached. These services will include:

1. Professional Construction Administration services through completion and closeout, including:
    a. Specification and Shop Drawing review for all disciplines
    b. Responding to all contractor RFI's during construction
    c. Minimum of one (1) site visit every other week as needed during construction by MM for consolidated architectural, mechanical, electrical, plumbing, and structural review.
    d. 1 monthly progress meeting, in person or virtual.
    e. 3 site visits during construction by each MM sub-consultant.
        i. Timing of the three visits shall be determined by major milestones within their discipline.
    f. Closeout documents and one year inspection.

Additional Services

Mott MacDonald and its sub-consultants can provide additional services upon request during Phase II and related to construction administration. These services will be invoiced on a time and material basis and will not be limited by the "not to exceed" fee listed in the Adjustment to Basic Services.

1. Redesigns due to unforeseen conditions during construction.
2. Redesigns due to value engineering opportunities.
3. Additional Public Outreach meetings.
4. Additional design work related to interior displays.
5. Coordination of any commissioned artwork.
6. Coordination or design of IT, Camera, Access Control, and Security Systems.

Other additional services may be requested as part of the original proposal and contract for design services.

Exclusions and Clarifications

This Proposal is condition precedent to mutual agreement and modification to the existing AIA agreement for Professional Design Services signed 3 February, 2023.

1. The proposal does not cover costs 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.
2. 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.
3. This proposal does not include any additional displays, renderings, or plans.
4. Environmental Audits or Remediation consulting is not included and 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.
5. 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.
6. Construction Administration services extending past 16 months from the contractor Notice to Proceed and exceeding the not to exceed amount established in this proposal will be subject to a renegotiation of fee.

MOTT MACDONALD

We look forward to seeing this project through and providing professional Engineering and Architectural services on Phase II of this exciting project. Thank you for the opportunity to be of service,

DocuSigned by:
Andrew Marasca
2522FBB83D0F45A...
Andrew P Marasca
Project Manager
1-251-298-8476
andrew.marasca@mottmac.com

DocuSigned by:
David Skipper
89D801FA1871426...
David Skipper, PE
Division General Manager
1-850-698-3511
David.skipper@mottmac.com

DocuSign Envelope ID: 1E6B7F31-6629-4F22-8646-A3CC9C5127C0

MOTT MACDONALD
2023 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 285.00
Principal Project Manager/Principal Scientist	$ 255.00
Principal Engineer/Principal Architect	$ 235.00
Senior Project Manager	$ 205.00
Senior Project Engineer	$ 200.00
Senior Project Architect	$ 195.00
Project Manager	$ 165.00
Project Engineer	$ 160.00
Project Architect	$ 155.00
Engineer IV/ Architect IV	$ 150.00
Engineer III/ Architect III	$ 130.00
Engineer II/ Architect II	$ 120.00
Engineer I/ Architect I	$ 110.00
Senior Specialist	$ 165.00
Specialist V	$ 145.00
Specialist IV	$ 115.00
Specialist III	$ 95.00
Specialist II	$ 85.00
Specialist I	$ 65.00
Senior Planner	$ 130.00
Planner	$ 120.00
Senior Designer	$ 180.00
Designer V	$ 150.00
Designer IV	$ 120.00
Designer III	$ 95.00
Senior Inspector/Inspector V	$ 120.00
Inspector IV	$ 100.00
Inspector III	$ 85.00
Inspector II	$ 70.00
Inspector I	$ 65.00
Technician II	$ 65.00
Technician I	$ 55.00
Administrative Assistant III & IV	$ 80.00
Administrative Assistant I & II	$ 70.00

Notes

*** Hourly rates for special consultations and services in conjunction with litigation are available upon request.**

*** Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.**

*** Rates for additional personnel can be provided upon request.**

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2023

DocuSign

Certificate Of Completion

Envelope Id: 1E6B7F3166294F228646A3CC9C5127C0
Subject: 502100719 - City of Mobile - Africatown Welcome Center - CA Services Proposal.pdf
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Signatures: 2
Initials: 0

Envelope Originator:
Adam Reynolds
Mott MacDonald House
8-10 Sydenham Road
Croydon, Croydon CR0 2EE
Adam.Reynolds@mottmac.com
IP Address: 104.129.205.21

Record Tracking

Status: Original
12/13/2023 8:15:36 PM

Holder: Adam Reynolds
Adam.Reynolds@mottmac.com

Location: DocuSign

Signer Events	Signature	Timestamp
Andrew Marasca Andrew.Marasca@mottmac.com Security Level: Email, Account Authentication (None)	DocuSigned by: Andrew Marasca 2522FBB63D0F45A...	Sent: 12/13/2023 8:16:31 PM Viewed: 12/13/2023 8:32:21 PM Signed: 12/13/2023 8:32:33 PM
	Signature Adoption: Pre-selected Style Using IP Address: 104.129.205.21	
Electronic Record and Signature Disclosure: Accepted: 12/13/2023 8:32:21 PM ID: 089a6be6-922a-4215-9d49-9ed34ce9fe05		
David Skipper David.Skipper@mottmac.com Senior Vice Pres Security Level: Email, Account Authentication (None)	DocuSigned by: David Skipper 89D801FA1871426...	Sent: 12/13/2023 8:32:34 PM Viewed: 12/15/2023 2:48:20 PM Signed: 12/15/2023 2:49:28 PM
	Signature Adoption: Pre-selected Style Using IP Address: 136.226.102.192	
Electronic Record and Signature Disclosure: Accepted: 12/15/2023 2:48:20 PM ID: 4dc67617-3585-4e65-9299-72ce8a80ea8d		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	12/13/2023 8:16:31 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	12/13/2023 8:21:08 PM
Envelope Updated	Security Checked	12/13/2023 8:21:08 PM
Envelope Updated	Security Checked	12/13/2023 8:21:08 PM
Certified Delivered	Security Checked	12/15/2023 2:48:20 PM
Signing Complete	Security Checked	12/15/2023 2:49:28 PM
Completed	Security Checked	12/15/2023 2:49:28 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Mott MacDonald - Non SAP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mott MacDonald - Non SAP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: chris.bew@mottmac.com

To advise Mott MacDonald - Non SAP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chris.bew@mottmac.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mott MacDonald - Non SAP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.bew@mottmac.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mott MacDonald - Non SAP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to chris.bew@mottmac.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mott MacDonald - Non SAP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mott MacDonald - Non SAP during the course of your relationship with Mott MacDonald - Non SAP.

21-117

2023

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	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: FEB - 7 2023

City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7 day of February in the year 2023
(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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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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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User Notes:

§ 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.

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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
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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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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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.

NOTARY PUBLIC
My Commission Expires:

AMY BUSBEE
MY COMMISSION EXPIRES
SEPTEMBER 10, 2023
NOTARY PUBLIC
STATE OF ALABAMA

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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
107 Saint Francis Street
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
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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 Miscellaneous Filing Entry	01/21/2003 CONVERSION OF HATCH MOTT MACDONALD ALABAMA, INC TO HATCH MOTT MACDONALD ALABAMA LLC (ARTICLES AND CONVERSION IN SAME DOCUMENT)
Transaction Date Registered Agent Changed From	03/08/2010 THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date Agent Mailing Address Changed From	11/03/2014 * Added
Transaction Date Registered Agent Changed From	11/03/2014 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

E-Verify

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

E-Verify

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)

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 HIRED AUTOS ONLY SCHEDULED AUTOS 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) 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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The ACORD name and logo are registered marks of ACORD

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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The ACORD name and logo are registered marks of ACORD

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 ServicesOffice, 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

Peter E. Lucas
President

CG2037 4-13
© Insurance Services Office, Inc., 2012

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Nick Amberger, P.E. City Engineer

Sponsored by:

Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods and Gregory

Amount of Contract:

$395,000.00

Funding Source

Project # C0391 Stormwater Mgmt MS4 Program **Discretionary Funds**

Project String 2000-2000-42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 MS4, Storm Water Management Professional Services	Cover Memo	1/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/10/2024 - 9:01 AM
Capital	Rhodes, Brenda	Approved	1/10/2024 - 8:38 AM
Legal	Kern, Chris	Approved	1/10/2024 - 10:56 AM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:20 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 MS4, Storm Water Management Professional Services

CAPITAL PROJECT # C0391* **DATE OF RECEIPT** 01/05/2024

DEPT. PROJECT # N/A

PROJECT DESCRIPTION 2024 MS4, Storm Water Management Professional Services-upon approval of $20,000. budget transfer by city council 1/9/24*

CONTRACT AMOUNT $ 395,000.00

VENDOR NAME Michael Baker International, Inc.

VENDOR NUMBER 294011

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger, City Engineer

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ 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: Lisa Roberts **Date** 1/5/2024

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods and Gina Gregory

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

Name of Company:	Michael Baker International, Inc.
Project Name:	2024 MS4, Storm Water Management Professional Services
Project Cost:	$395,000.00

Adopted:

_____

City Clerk

2024 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, INC.** (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of helping municipalities administer their NPDES Municipal Separate Storm Sewer System ("MS4") permits and interface with the Alabama Department of Environmental Management ("ADEM"); and

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ADEM- Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, INC.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the CONTRACT.

PROJECT –2024 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with support and management services associated with compliance activities for the City's NPDES permit. (See Exhibit 1 for Scope of Services).

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control. ENGINEER's scope of service shall be amended if necessary due to an amendment to the CITY's NPDES Permit Storm Water Management Program Plan ("SWMPP"), ADEM rules and regulations and any other applicable change of law.

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of the progress at each meeting. These meetings shall continue until the end of this contract.

ENGINEER shall ensure that all engineers, technical staff, inspectors, observers, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents, any substitutions, replacements, or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER

shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER's technical staff, inspectors, observers, engineers, or agents all acts by the ENGINEER, or ENGINEER's technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into ten (10) Tasks.

The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama.

A. Meetings and Support – TASK 1

The ENGINEER shall schedule and conduct Project Kickoff Meeting with the CITY ENGINEER and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the CITY ENGINEER until the end of the PROJECT.

To ensure proper implementation of the City's MS4 program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the CITY ENGINEER.

B. Public Education and Public Involvement – TASK 2

1. The ENGINEER shall assist the CITY ENGINEER with public education and public involvement activities;
2. The ENGINEER shall provide technical review of the updated content on webpage revisions;
3. The ENGINEER shall assist in developing technical content/additional brochures for target pollutant sources and target audiences.
4. The ENGINEER shall assist in organizing clean up events sponsored by the City of Mobile;
5. The ENGINEER shall assist in organizing community meetings in target areas;
6. The ENGINEER shall assist in outreach to target areas identified on litter hot spot maps;
7. The ENGINEER shall assist in developing a litter pilot program, in conjunction with new outreach materials; and/or
8. Provide other assistance as required, as directed by the CITY ENGINEER.

C. Illicit Discharge Detection and Elimination (IDDE) Program Support- TASK 3

1. The ENGINEER shall assist field screening activities;
2. If a suspect non-stormwater discharge is identified, the ENGINEER shall provide assistance as requested by the CITY ENGINEER to evaluate the non-stormwater discharge and to attempt to locate its source.
3. The ENGINEER shall collect and analyze samples of suspect non-stormwater discharges;

4. The ENGINEER shall screen major outfalls scheduled for screening in 2024 in the City's Storm Water Management Plan (SWMP Plan);
5. The ENGINEER shall initiate location and screening of major outfalls in newly annexed areas in accordance with the City's Stormwater Management Plan (SWMP Plan).
6. The ENGINEER shall provide an outfall screening report for each major outfall screened; and/or
7. The ENGINEER shall provide supplemental training to City staff for outfall mapping and screening

D. Industrial Program Support- TASK 4

1. The ENGINEER shall assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial and municipal facilities;
2. The ENGINEER shall assist in the evaluation and organization of information and data provided by the NPDES facilities;
3. The ENGINEER shall assist in identifying NPDES, TRI, and high-risk commercial and Municipal facilities in newly annexed areas;
4. The ENGINEER shall assist the City with routine inspections of NPDES and TRI facilities and provide technical assistance of classification of high-risk commercial facilities;
5. The ENGINEER shall review DMRs for NPDES permitted facilities by ADEM;
6. If NPDES facility is non-compliant with its NPDES permit from ADEM, the ENGINEER shall assist the City in evaluating the NPDES facility; and
7. The ENGINEER shall assist the City in evaluating industrial facilities.

E. Monitoring Program Support- TASK 5

Wet-Weather Monitoring Program

1. The ENINGEER shall collect grab samples for the required testing parameters in the City's NPDES permit from ADEM semiannually at each of the three (3) monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. The ENGINEER shall collect grab samples from the required testing parameters in the City's Stormwater Management Plan (SWMP Plan) semiannually at each of the eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136

Newly Annexed Area Impaired Stream Evaluation

1. The ENGINEER shall assist in the evaluation of impaired streams within the newly annexed areas; and/or
2. If modifications to the monitoring program is necessary for the newly annexed area, the ENGINEER shall assist with modifications and organization as necessary.

F. Pollutant Source Evaluation- TASK 6

1. The ENGINEER shall evaluate pollutant sources and pollutant removal benefits by watershed associated with;
    a. Structural Controls;
    b. Catch basin cleanings;
    c. Litter Trap;
    d. Litter gitters;
    e. Litter collection activities; and,
    f. Sanitary Sewer Overflows (SSOs)

G. Training and Data Review- TASK 7

1. The ENGINEER shall assist with annual pollution prevention and good housekeeping training for City departments and staff as designated for training by the CITY ENGINEER;
2. The ENGINEER shall provide supplemental training required by various program elements, as requested by the CITY ENGINEER;
3. The ENGINEER shall develop standard operating procedures (SOPs), checklists, and inspection forms for program elements, as requested by the CITY ENGINEER; and,
4. The ENGINEER shall evaluate pollution prevention and housekeeping procedures and practices.

H. Post Construction Program Support- TASK 8

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. The ENGINEER shall provide support as rested by the CITY ENGINEER that may include;

1. The ENGINEER shall develop and/or revise design, as-built and inspection smart forms in Excel for Best Management Practices (BMPs) used to address post-construction stormwater management;
2. The ENGINEER shall assist with the review of qualifying new and redevelopment projects to determine if they meet the updated post-construction stormwater management requirements;
3. The ENGINEER shall assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the updated post-construction stormwater management requirements
4. The ENGINEER shall assist the CITY ENGINEER in maintaining an inventory of qualifying new and redevelopment projects; and
5. The ENGINEER shall develop a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers.
6. The ENGINEER shall evaluate inspections submitted for new and redeveloped projects accuracy and completeness of the data reported.

I. Storm Water Management Program Plan (SWMP Plan) Update- TASK 9

1. The ENGINEER shall update the Storm Water Management Program (SWMP) Plan to incorporate any changes implemented by the CITY ENGINEER or to incorporate any public comments received.

J. 2024 MS4 Annual Report- Task 10

1. Part IV of the City's NPDES Permits defines requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2025. The ENGINEER shall assist the City in preparing the 2024 MS4 Annual Report in accordance with the NPDES Permit requirements. The ENGINEER shall provide an electronic copy of a Draft 2024 MS4 Annual Report to the CITY ENGINEER for review and comment. Upon receipt of the written review comments from the CITY ENGINEER, the 2024 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD, The ENGINEER SHALL SUBMIT THE 2024 ms4 Annual Report to ADEM via the electronic submittal system on behalf of the City, after approved by the CITY ENGINEER.
2. All reports documents, figures, Technical Memorandums, and list of asses prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
3. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Ay reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.
4. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon or incorporates into an electronic file, or other documents, plans, and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The term of this Agreement is one year commencing February 1, 2024.

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

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

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

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineers Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY oof the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit 3 and as authorized by the CITY as follow;

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

a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in Section III. A-J of this CONTRACT shall not exceed $375,000.00 (Three Hundred Seventy-Five Thousand Dollars and Zero Cents).

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

B. ADDITIONAL SERVICES

a. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed $20,000 (Twenty Thousand Dollars and no cents).

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed $395,000 (Three Hundred Ninety-Five Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability,

or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

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

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

MICHAEL BAKER INTERNATIONAL, INC.

By:_____
Print: Jeffrey D. May
Its: Vice President
Address: 11 N. Water Street, Ste. 14290
Mobile, AL 36602
Telephone: (251) 380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Brenna R. Hewett, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of MICHAEL BAKER INTERNATIONAL INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 2nd day of January, 2024

Brenna R. Hewett
NOTARY PUBLIC

My Commission Expires: 3/24/2026

BRENNA R. HEWETT
MY COMMISSION EXPIRES
MARCH 24, 2026
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT 1: SCOPE OF SERVICES

CITY OF MOBILE – EXHIBIT 1

MS4 Program Support
2024 Scope of Services

The Consultant shall provide services at the direction of the City of Mobile that may include but are not limited to the following:

Meetings and Support

To ensure proper implementation of the City's MS4 program, the Consultant shall coordinate and participate in routine meetings with City departments, City staff and sub consultants. The Consultant shall provide sign-in sheets and a meeting summary for each meeting with City departments and City staff. Provide support as directed by the City.

Public Education and Public Involvement;

1. Retain the services of approved DBE sub consultant(s) to assist with public education and public involvement activities;
2. Provide technical assistance on webpage revisions;
3. Assist in developing brochures for target pollutant sources and target audiences;
4. Assist in organizing clean up events sponsored by City of Mobile;
5. Assist in organizing community meetings in target areas;
6. Assist in outreach to target areas identified on litter hot spot maps;
7. Assist in developing a litter pilot program; and/or,
8. Provide other assistance as requested.

Illicit Discharge Detection and Elimination (IDDE) Program Support

1. Retain the services of approved DBE sub consultant(s) to assist field screening activities;
2. If a suspect non-stormwater discharge is identified, provide assistance as requested to evaluate the non-stormwater discharge and to attempt to locate its source;
3. Collect and analyze samples of suspect non-stormwater discharges;
4. Screen major outfalls scheduled for screening in 2024;
5. Initiate outfall location and screening to identify regulated outfalls in annexed areas in accordance with the Stormwater Management Program Plan (SWMPP);
6. Provide an outfall screening report for each major outfall screened; and/or,
7. Provide supplemental training to City staff for outfall mapping and screening.

Industrial Program Support

1. Assist in maintaining an inventory of NPDES, Toxic Release Inventory (TRI), high risk commercial, and municipal facilities;
2. Assist in identifying NPDES, TRI, high risk commercial facilities and Municipal facilities in annexed areas;
3. Assist in the evaluation and organization of information and data provided by NPDES facilities;

4. Review DMRs for NPDES permitted facilities;
5. If a NPDES facility is non-compliant with its NPDES permit, assist the City in evaluating the NPDES facility;
6. Assist the City in evaluating industrial facilities;
7. Assist the City with routine inspections of NPDES and TRI facilities; and/or,
8. Provide technical assistance on the classification of high-risk commercial facilities.

Monitoring Program Support

Wet-Weather Monitoring Program

1. Collect grab samples for the parameters listed in the NPDES permit semiannually at each of three monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Impaired Stream Monitoring Program

1. Collect grab samples for the parameters listed in the SWMP Plan semiannually at each of eight monitoring locations; and,
2. Analyze grab samples in accordance with 40 CFR 136.

Evaluate impaired streams within the annexed areas to determine if modifications to the monitoring program is warranted.

Pollutant Source Evaluation

Evaluate pollutant sources and pollutant removal benefits by watershed associated with:

1. Structural controls;
2. Catch basin cleanings;
3. Litter trap;
4. Litter gitters;
5. Litter collection activities; and,
6. Sanitary sewer overflows (SSOs)

Training and Data Review

Over the previous permit cycles, the City has implemented several programs, policies, and requirements for compliance with the NPDES permit. To document the existing activities being performed by the City as well as identify missing components required to maintain compliance with the NPDES permit, the Consultant's project team may:

1. Retain the services of approved DBE sub consultant to assist with annual pollution prevention and good housekeeping training for City departments and staff;
2. Periodically review data and information collected throughout the year.
3. Perform internal audit support, as requested by the City, of the City's MS4 program to determine compliance status with the City's NPDES permit;

4. Provide supplemental training required by various program elements, as requested by the City;
5. Develop standard operating procedures (SOPs), checklists and inspection forms for program elements, as requested by the City; and,
6. Evaluate pollution prevention and good housekeeping practices.

2024 MS4 Annual Report

Part IV of the City's NPDES Permit defines the requirements of the MS4 Annual Report that must be submitted to ADEM no later than 31 January 2025. The Consultant shall assist the City in preparing the 2024 MS4 Annual Report in accordance with the NPDES Permit requirements. An electronic copy of a Draft 2024 MS4 Report shall be provided to the City for review and comment. Upon receipt of written review comments from the City, the 2024 MS4 Annual Report shall be finalized and three (3) copies of the Final 2024 MS4 Annual Report shall be bound in three ring binders. Appendices shall be provided on a CD.

SWMP Plan Update

1. As program components are implemented in the newly annexed areas, update the SWMP plan to incorporate the program components implemented.

Post-Construction Program Support

The City has developed and implemented a post-construction stormwater runoff program for qualifying new and redevelopment projects. Provide support as requested by the City that may include:

1. Develop and/or revise design, as-built, and inspection excel smart forms for BMPs used to address post-construction stormwater management;
2. Assist with the review of qualifying new and redevelopment projects to determine if they meet the City's post-construction stormwater management requirements;
3. Assist with the review of annual inspections and/or assist in inspecting BMPs that have been designed to meet the City's post-construction stormwater management requirements;
4. Assist the City in maintaining an inventory of qualifying new and redevelopment projects;
5. Assist with a post-construction stormwater management workshop for a target audience to include engineers, designers, and developers;
6. Evaluate inspections reported by others to determine accuracy and completeness of data.

EXHIBIT 2: PROJECT ESTIMATE

PROJECT- 2024 MS4, STORM WATER MANAGEMENT PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST- Total fees to be paid to the ENGINEER shall not exceed $395,000.00 **[Three Hundred Ninety-Five Thousand Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 1, 2, 3, 4, 5, 6, 7

SUMMARY

Labor			
Meetings and Support	$ 72,750		
Public Education and Public Involvement	$ 25,400		
Illicit Discharge Detection and Elimination (IDDE) Program Support	$ 58,880		
Industrial Program Support	$ 9,800		
Monitoring Program Support	$ 38,280		
Pollutant Source Evaluation	$ 22,000		
Training and Data Review	$ 47,820		
2024 MS4 Annual Report	$ 59,400		
SWMP Plan Update	$ 13,280		
Post-Construction Program Support	$ 12,350		
Subtotal Labor		$	359,960
Expenses			
Laboratory Testing	$ 7,000.00		
Mileage, Testing Supplies, Equipment Rental	$ 8,040.00		
Subtotal Expenses		$	15,040
Total		$	375,000
Additional Services	$ 20,000		
Total		$	395,000.0

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Meetings and Support		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		225	$ 200	$ 45,000	
Engineer			$ 140	$ -	
Technician III		175	$ 110	$ 19,250	
Environmental Scientist / Technician I			$ 105		
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ 8,500	
	Subtotal	400			$ 72,750

Public Education and Public Involvement		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		82	$ 200	$ 16,400	
Engineer			$ 140	$ -	
Technician III			$ 110	$ -	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ 9,000	
	Subtotal	82			$ 25,400

Illicit Discharge Detection and Elimination (IDDE) Program Support		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		100	$ 200	$ 20,000	
Engineer		116	$ 140	$ 16,240	
Technician III		65	$ 110	$ 7,150	
Environmental Scientist / Technician I		118	$ 105	$ 12,390	
Clerical / Office Administrative Assistant		8	$ 100	$ 800	
Sub Consultants				$ 2,300	
	Subtotal	407			$ 58,880

Industrial Program Support		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		16	$ 200	$ 3,200	
Engineer			$ 140	$ -	
Technician III		60	$ 110	$ 6,600	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	76			$ 9,800

Monitoring Program Support		Hours	Hourly Rate	Cost	Total
Engineering Manager			$ 205	$ -	
Sr. Project Manager		60	$ 200	$ 12,000	
Engineer			$ 140	$ -	
Technician III		88	$ 110	$ 9,680	
Environmental Scientist / Technician I		120	$ 105	$ 12,600	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ 4,000	
	Subtotal	268			$ 38,280

City of Mobile

MS4 Program Support

Exhibit 2 - Estimated Fees

Pollutant Source Evaluation		**Hours**	**Hourly Rate**	**Cost**	**Total**
Engineering Manager			$ 205	$ -	
Sr. Project Manager		80	$ 200	$ 16,000	
Engineer			$ 140	$ -	
Technician III		40	$ 110	$ 4,400	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		16	$ 100	$ 1,600	
Sub Consultants					
	Subtotal	136			$ 22,000

Training and Data Review		**Hours**	**Hourly Rate**	**Cost**	**Total**
Engineering Manager			$ 205	$ -	
Sr. Project Manager		150	$ 200	$ 30,000	
Engineer			$ 140	$ -	
Technician III		102	$ 110	$ 11,220	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		16	$ 100	$ 1,600	
Sub Consultants				$ 5,000	
	Subtotal	268			$ 47,820

2024 MS4 Annual Report		**Hours**	**Hourly Rate**	**Cost**	**Total**
Engineering Manager			$ 205	$ -	
Sr. Project Manager		136	$ 200	$ 27,200	
Engineer			$ 140	$ -	
Technician III		220	$ 110	$ 24,200	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant		80	$ 100	$ 8,000	
Sub Consultants				$ -	
	Subtotal	436			$ 59,400

SWMP Plan Update		**Hours**	**Hourly Rate**	**Cost**	**Total**
Engineering Manager			$ 205	$ -	
Sr. Project Manager		40	$ 200	$ 8,000	
Engineer			$ 140	$ -	
Technician III		48	$ 110	$ 5,280	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	88			$ 13,280

Post Construction Program Support		**Hours**	**Hourly Rate**	**Cost**	**Total**
Engineering Manager			$ 205	$ -	
Sr. Project Manager		48	$ 200	$ 9,600	
Engineer			$ 140	$ -	
Technician III		25	$ 110	$ 2,750	
Environmental Scientist / Technician I			$ 105	$ -	
Clerical / Office Administrative Assistant			$ 100	$ -	
Sub Consultants				$ -	
	Subtotal	73			$ 12,350

Hour Summary		**Hours**	**Hourly Rate**	**Cost**	**Total**
Engineering Manager			$ 205	$ -	
Sr. Project Manager		937	$ 200	$ 187,400	
Engineer		116	$ 140	$ 16,240	
Technician III		823	$ 110	$ 90,530	
Environmental Scientist / Technician I		238	$ 105	$ 24,990	
Clerical / Office Administrative Assistant		120	$ 100	$ 12,000	
Sub Consultants				$ 28,800	
	Subtotal	2,234			$ 359,960

EXHIBIT 3: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Michael Baker
INTERNATIONAL

We Make a Difference

MICHAEL BAKER INTERNATIONAL
2024 SCHEDULE OF FEES
FY24 MS4 Program

CLASSIFICATION	HOURLY RATES
Engineering Manager	$ 205.00
Senior Project Manager	$ 200.00
Engineer	$ 140.00
Technician III	$ 110.00
Environmental Scientist/Technician I	$ 105.00
Clerical / Office Administrative Assistant	$ 100.00

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.67 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until January 31, 2025.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1	$72,750.00
Task 2	$25,400.00
Task 3	$58,880.00
Task 4	$9,800.00
Task 5	$38,280.00
Task 6	$22,000.00
Task 7	$47,820.00
Task 8	$12,350.00
Task 9	$13,280.00
Task 10	$59,400.000
Expenses	$15,040.00

Base Contract Amount **$ 375,000.000**

Additional Services (If requested in writing by the City Engineer) ..... $ 20,000.00

Total Contract Amount including Additional Services **$ 395,000.00**

EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

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

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT 6: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/18/2023

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: American Guarantee & Liability Ins Co	26247
	INSURER D: Zurich American Ins Co	16535
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570101185678 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL0419728102	08/30/2023	08/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $250,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP-4197284-02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$2,000,000 $100,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC419728202 AOS WC419728502 WI	08/30/2023 08/30/2023	08/30/2024 08/30/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim Aggregate SIR/Deductible	$5,000,000 $5,000,000 $200,000

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

City of Mobile, 205 Government Street, Mobile AL 36602 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies. A Waiver of Subrogation is granted in Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation Policies. Should General Liability, Automobile Liability and Workers' Compensation Policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

City of Mobile Alabama
PO Box 1827
205 Government Street, 3rd Floor, South Tower
Mobile AL 36633-1827 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570101185678

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EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President/~~CEO~~ of Michael Baker International, Inc. (MBI)

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for MBI that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

Vice President/~~CEO~~ of Michael Baker International, Inc.

Sworn to and subscribed before me this the 2nd day of January, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Brenna R. Hewett
Signature and Seal of Notary Public

BRENNA R. HEWETT
MY COMMISSION EXPIRES
MARCH 24, 2026
NOTARY PUBLIC
STATE OF ALABAMA

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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.

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	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	Brian.Morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	City of Mobile Stormwater Management
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 1/2/2024

Title: Project Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Morgan Title: Project Manager

E-mail:_ Phone: Brian.Morgan@mbakerintl.com 251-341-3128

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 # N/A Your Bid/Proposal Amount $ N/A Date: 1 / 2 / 2024

Description City of Mobile Storm Water Management

Name of Bidder/Proposer: Michael Baker International, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount *	DBE?	Official Verification Only
Ephriam & Associates, LLC	251-259-7940	Meetings/Pub/Ed/IDDE/Monitoring/Training	$13,800.00	3.80%	Yes	
Sidney H. May PE, LLC	205-915-3937	Meetings/Public Education/Training	$15,000.00	4.20%	Yes	

% of contract amount minus expenses.

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		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.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, 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. _____

_____

From:	Kidd, Archnique
To:	Roberts, Lisa
Cc:	Nixon, Alexondria; payapp@osdportal.com
Subject:	FW: DBE APPROVAL for contract 2024 MS4, Storm Water Management Professional Services
Date:	Wednesday, January 3, 2024 4:31:02 PM
Attachments:	DBE APPROVAL for contract 2024 MS4, Storm Water Management Professional Services.pdf image001.png image002.png
Importance:	High

Good afternoon Lisa,

Please allow this email to serve as the Approval for the Subcontractor and Major Supplier Plan for the 2024 MS4 Storm Water Management Professional Services contract.

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: Roberts, Lisa <lisa.roberts@cityofmobile.org>
Sent: Wednesday, January 3, 2024 3:46 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Subject: DBE APPROVAL for contract 2024 MS4, Storm Water Management Professional Services
Importance: High

Archnique,
I need DBE Approval so I can enter the 2024 MS4 Storm Water Management Professional Services Contract for Michael Baker International, Inc.
Thank you!
Lisa

Lisa Roberts

Secretary I
Engineering Department
Environmental Services
lisa.roberts@cityofmobile.org
251-208-7151 direct



AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Robert Bryant, Animal Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

18 month contract with AACRC Inc dba Ark Animal Clinic and Rehab Center for veterinary services, supplies, and medicines for Animal Services NTE $300,000.00 per year, or $450,000 for the 18-month period.

Amount of Contract:

NTE $450,000.00

Funding Source

Project # **Discretionary Funds**

Project String 1004 1546 42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 AACRC Vet Agenda Package	Cover Memo	1/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	1/9/2024 - 5:03 PM
Legal	Kern, Chris	Approved	1/10/2024 - 10:49 AM
Legal	Kern, Chris	Approved	1/10/2024 - 10:50 AM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:21 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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and AACRC, Inc., d/b/a Ark Animal Clinic and Rehab Center, for a period of eighteen months, in an amount not to exceed $450,000.00, for veterinary services, supplies, and medicines for Animal Services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and AACRC, INC d/b/a Ark Animal Clinic and Rehab Center ("Service Provider").

WHEREAS, AACRC, INC d/b/a Ark Animal Clinic and Rehab Center, Service Provider is uniquely qualified and engaged in the business of Veterinary services, and,

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The veterinary care services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as follows:
Provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with veterinary care services including but not limited to Initial Assessments of all animals in the shelter under City of Mobile Care, weekly rounds, administration of vaccines and medications, shelter exam room assessments, create standard operating protocol, provide in-clinic services and after-hours emergency care. Said veterinary care services are specifically itemized in attached Exhibit A, Statement of Work.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of EIGHTEEN (18) MONTHS.

3. COMPENSATION: Service Provider's fees are as follows:

The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in ***Exhibit B.*** The Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to the Service Provider under this contract will not exceed $300,000.00 per year.

4. INVOICE: The Service Provider shall submit an invoice for said monthly/quarterly fee at the appropriate time.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:
Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

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

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation
Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations
Public Liability including premises, products and complete operations
1. Bodily Injury Liability
   a. $1,000,000 each person
   b. $1,000,000 each occurrence
2. Property Damage Liability
   a. $1,000,000 each occurrence or

b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles
   1. Bodily Injury Liability
      c. $250,000 each person
      d. $500,000 each occurrence
   2. Property Damage Liability
      c. $100,000 each occurrence
         OR
         Combined Bodily Injury and Property Damage - $1,000,000

D. Excess/Umbrella Liability Insurance:
   Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

Waiver of Subrogation: The automobile liability, general liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees 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.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

13. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the 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 of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

15. FORCE MAJEUR: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City:
City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, Alabama 36633-1827

Service Provider:
Dr. Jennifer Wilder
C/O AACRC, INC d/b/a Ark Animal Clinic
and Rehab Center
3625 Spring Hill Memorial Drive South
Mobile, Alabama 36608

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above-referenced date.

CITY OF MOBILE, A Municipal Corporation

BY:_____
Name: William S. Stimpson
As Its: Mayor

ATTEST:

BY_____
Its City Clerk

SERVICE PROVIDER:
AACRC, INC
d/b/a Ark Animal Clinic and Rehab Center

By:_____
Signature

JENNIFER WILDER, D.V.M.
Print Name

THE STATE OF ALABAMA

COUNTY OF MOBILE

I, a Notary Public, hereby certify that Jennifer Wilder, DVM whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

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

Melinda Christle Bennett
Notary Public

Print Name MELINDA CHRISTLE BENNETT
My commission expires:_____

MELINDA CHRISTLE BENNETT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2027

Exhibit: A Statement of Work
Exhibit: B Rate Schedule

Exhibit A. Statement of Work

Contractor is to provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with services to include the following:

1. Veterinary Care- Clinic Rounds

a. Initial assessment of all animals in the shelter under City of Mobile care, to include assessment of animal husbandry (e.g. cleaning, proper feeding, ambient air conditions, pest control, etc.)
b. Weekly rounds of new City intakes after initial assessment
c. Administration of vaccines/ medications as necessary

2. Assessment of Shelter Exam Room

a. Recommendations of equipment purchases
b. Assess pharmacy and storage

3. Intake Assessment

a. Creation Review and update intake protocol
b. Assess vaccine protocols
c. Proper medical charting in ASM, to include review of ASM charts with feedback

4. Create Veterinary SOPs and Training protocols

a. Euthanasia protocol
b. Isolation protocol
c. Animal feeding protocol
d. Treatment Plans and Protocol
e. Training:
    1. Euthanasia training and certification
    2. Performing intestinal parasite exams
    3. Drawing blood and performing diagnostic heartworm test
    4. Triage of injured or ill animals

5. In-Clinic Services

a. Routine Veterinary Exams
b. Emergency Veterinary Exams
c. Appropriate treatment of illnesses and injuries, as approved by the Director, Mobile Animal Services, or their designated representative.
d. Surgical Procedures as approved by the Director, Mobile Animal Services, or their designated representative.
e. Boarding of Dogs and Cats

6. After Hours Emergency Care

a. On-Call to triage emergency cases 24/7
b. After Hours Emergency Surgery as required
    a. The COM Animal Services Veterinary Technician will respond after hours to assist the Contractor with medical procedures as necessary.

7. Legal Case and Field Support

Serve as the City's Veterinarian on in legal matters:

a. Perform medical and forensic evaluations of animals involved in actual or probable criminal or civil proceedings and document findings in a detailed manner for use in legal proceedings.
b. Report to locations of cruelty cases or other incidents at the request of the Director of Animal Services.
c. Provide additional support for the development of legal cases by:
    i. Assisting in the preparation of case files
    ii. Meeting with the Attorney as needed.
    iii. Testifying, in court, as an expert witness on behalf of the city or state as required

8. Other Services

a. Provide veterinary related services as needed or directed by Director, Mobile Animal Services, or their designated representative.

AACRC, INC
d/b/a Ark Animal Clinic and Rehab Center

Signature / Title

JENNIFER WILDER, D.V.M.
Print Name

Exhibit B. Rate Schedule

Contractor is to charge the following amounts for services provided to the City of Mobile Animal Services Department.

1. Monthly Retainer for In-Shelter Services

a. Veterinarian	$2,000/ month

2. Hourly Rate Schedule for Legal Case and Field Support

a. Veterinarian	$200/ hour
b. Veterinarian Technician (In Court)	$45/ hour

3. Routine Services

a. Canine Ovariohysterectomy – Pediatric	$65.00
b. Canine Ovariohysterectomy – Adult	$65.00
c. Canine Castration – Pediatric	$65.00
d. Canine Castration – Adult	$65.00
e. Feline Ovariohysterectomy – Pediatric	$50.00
f. Feline Ovariohysterectomy – Adult	$50.00
g. Feline Castration – Pediatric	$50.00
h. Feline Castration – Adult	$50.00

i. Medications and Diagnostic Testing
    a. As approved by the Director of Animal Services or his designated representative.

3. Emergency Services

a. Monthly Retainer for Emergency on-call Services $1,000/ month
b. Any medical procedures or treatments resulting from an emergency on-call service will be billed separately according to Sections: 3. Routine Services or Section 4: Non-Routine Services.

4. Non-Routine Services

As approved by the Director of Animal Services or his designated representative.

Signature

JENNIFER WILDER, D.V.M.
Print Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2023

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

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

PRODUCER	CONTACT
Patt Branyon(5006321) 1024 Hillcrest Rd Mobile AL 36695-3917	NAME: Marie Henley PHONE (A/C, NO, EXT): 251-633-5800 FAX (A/C, NO): 251-633-5824 E-MAIL ADDRESS: marie@branyonagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AACRC, INC dba ARK ANIMALCLINIC 3625 SPRINGHILL MEMORIAL DR S MOBILE AL 36608	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	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 NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	Y	Y	606655419	03/26/2023	03/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY		N	606655419	03/26/2023	03/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

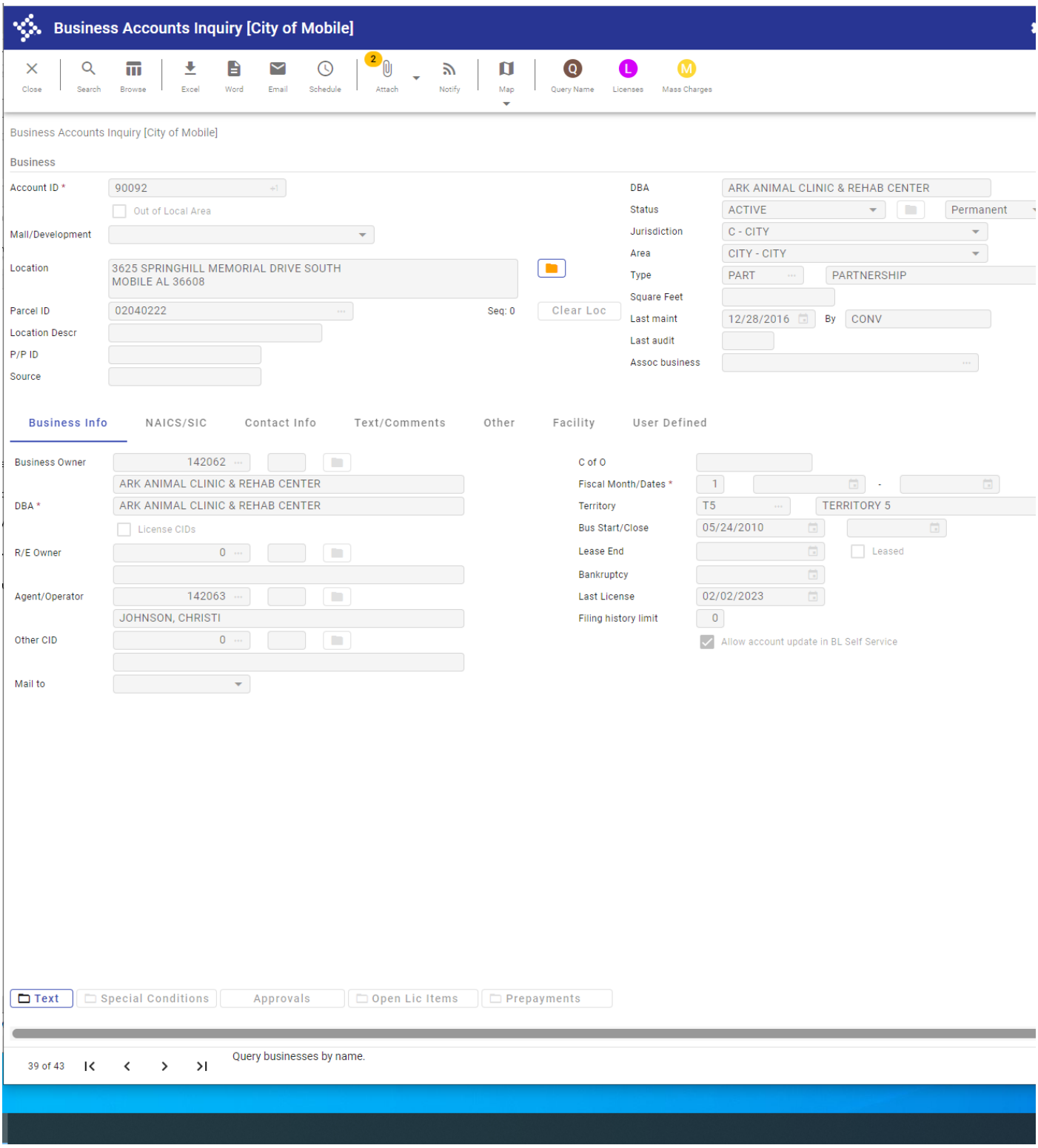
THE CITY OF MOBILE SHALL BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY (INCLUDING COMPLETED OPERATIONS) WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF MOBILE APPLIES. THIS POLICY SHALL BE PRIMARY AND ANY OTHER INSURANCE SHALL BE NON-CONTRIBUTORY. A 30 DAY NOTICE OF CANCELLATION APPLIES WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
CITY OF MOBILE C/O LEGAL DEPT 205 GOVERNMENT ST MOBILE AL 36602	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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AACRC, Inc.	
Entity ID Number	000 - 263 - 194
Entity Type	Domestic Corporation
Principal Address	SATSUMA, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/29/2010
Registered Agent Name	EILAND, JENNIFER LEIGH
Registered Office Street Address	5489 SECOND ST SATSUMA, AL 36572
Registered Office Mailing Address	Not Provided
Nature of Business	VETERINARY SERVICES
Capital Authorized	$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	MCGINLEY, ROBERT B JR
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	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/29/2010 Certificate of Formation 5 pgs.

Browse Results New Search


Business Accounts Inquiry [City of Mobile]
Close
Search
Browse
Excel
Word
Email
Schedule
2
Attach
Notify
Map
Query Name
Licenses
Mass Charges
Business Accounts Inquiry [City of Mobile]
Business
Account ID *
90092
Out of Local Area
Mail/Development
Location
3625 SPRINGHILL MEMORIAL DRIVE SOUTH
MOBILE AL 36608
Parcel ID
02040222
Seq: 0
Clear Loc
Location Descr
P/P ID
Source
DBA
ARK ANIMAL CLINIC & REHAB CENTER
Status
ACTIVE
Permanent
Jurisdiction
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Area
CITY - CITY
Type
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PARTNERSHIP
Square Feet
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By
CONV
Last audit
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Business Info
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Contact Info
Text/Comments
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Facility
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Business Owner
142062
ARK ANIMAL CLINIC & REHAB CENTER
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Bus Start/Close
05/24/2010
Lease End
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Bankruptcy
Last License
02/02/2023
Filing history limit
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Allow account update in BL Self Service
Text
Special Conditions
Approvals
Open Lic Items
Prepayments
39 of 43
Query businesses by name.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Robert Bryant, Animal Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

18 month contract is with DVMIMS PC, dba Tillman's Corner Veterinary Hospital, for veterinary services, supplies, and medicines for Animal Services NTE $90,000.00 per year, or $135,000 for the 18-month period

Amount of Contract:

NTE $135,000

Funding Source

Project # **Discretionary Funds**

Project String 1004 1546 42200 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Agenda Package DVMIMS	Cover Memo	1/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	1/11/2024 - 11:44 AM
Legal	Kern, Chris	Approved	1/11/2024 - 1:02 PM
Legal	Kern, Chris	Approved	1/11/2024 - 1:02 PM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:20 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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and DVMIMS, P.C., d/b/a Tillman's Corner Veterinary Hospital, for a period of eighteen months, in an amount not to exceed $90,000.00 per year, for veterinary services, supplies, and medicines for Animal Services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

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

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital ("Service Provider").

WHEREAS, DVMIMS P.C. d/b/a Tillman's Corner Veterinary Hospital, Service Provider is uniquely qualified and engaged in the business of Veterinary services, and,

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The veterinary care services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as follows:
Provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with veterinary care services including but not limited to Initial Assessments of all animals in the shelter under City of Mobile Care, weekly rounds, administration of vaccines and medications, shelter exam room assessments, create standard operating protocol, provide in-clinic services and after-hours emergency care. Said veterinary care services are specifically itemized in attached Exhibit A, Statement of Work.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of EIGHTEEN (18) MONTHS.

3. COMPENSATION: Service Provider's fees are as follows:

The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in ***Exhibit B.*** The Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of compensation paid to the Service Provider under this contract will not exceed $90,000.00 per year.

4. INVOICE: The Service Provider shall submit an invoice for said monthly/quarterly fee at the appropriate time.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS:
Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

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

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation
Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations
Public Liability including premises, products and complete operations
1. Bodily Injury Liability
   a. $1,000,000 each person
   b. $1,000,000 each occurrence
2. Property Damage Liability
   a. $1,000,000 each occurrence or

b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive including owned, non-owned and hired vehicles
   1. Bodily Injury Liability
      c. $250,000 each person
      d. $500,000 each occurrence
   2. Property Damage Liability
      c. $100,000 each occurrence
         OR
         Combined Bodily Injury and Property Damage - $1,000,000

D. Excess/Umbrella Liability Insurance:
   Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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

Waiver of Subrogation: The automobile liability, general liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

10. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees 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.

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

13. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

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16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

17. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. TERMINATION: Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

20. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City:
City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, Alabama 36633-1827

Service Provider:
Dr. Justin Mims, DVM
C/O DVMIMS P.C. d/b/a Tillman's Corner
Veterinary Hospital
5842 Three Notch Road
Mobile, Alabama 36619

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above-referenced date.

CITY OF MOBILE, A Municipal Corporation

BY:_____
Name: William S. Stimpson
As Its: Mayor

ATTEST:

BY_____
Its City Clerk

SERVICE PROVIDER:
C/O DVMIMS P.C.
d/b/a Tillman's Corner Veterinary Hospital

By:_____
Signature

Justin Mims, D.V.M., M.S.
Print Name

THE STATE OF ALABAMA

COUNTY OF MOBILE

I, a Notary Public, hereby certify that Justin Mims whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of January, 2024

Melinda Christle Bennett
Notary Public

Print Name MELINDA CHRISTLE BENNETT
My commission expires: 11-15-2027

Exhibit: A Statement of Work
Exhibit: B Rate Schedule

MELINDA CHRISTLE BENNETT
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2027

Exhibit A. Statement of Work

Contractor is to provide veterinary support to the City of Mobile Animal Services Department to ensure the health and safety of the animals and staff, with services to include the following:

1. In-Clinic Services

a. Routine Veterinary Exams
b. Emergency Veterinary Exams
c. Surgical Procedures as approved by the Director, Mobile Animal Services
d. Boarding of Dogs and Cats

2. Other Services

a. Provide veterinary related services as needed or directed by Director, Mobile Animal Services or their designated representative.
b. Appear in Court and provide testimony as necessary.

C/O DVMIMS P.C.
d/b/a Tillman's Corner Veterinary Hospital

By:_____
Signature

Justin Mims, D.V.M., M.S.
Print Name

Exhibit B. Rate Schedule

Contractor is to charge the following amounts for services provided to the City of Mobile Animal Services Department.

1. Hourly Rate Schedule for Service Provided in Court

a. Veterinarian	$200.00/ hour
b. Veterinarian Technician	$45/ hour

2. Routine Services

a. Canine Ovariohysterectomy – Pediatric	$70.00
b. Canine Ovariohysterectomy – Adult	$70.00
c. Canine Castration – Pediatric	$60.00
d. Canine Castration – Adult	$60.00
e. Feline Ovariohysterectomy – Pediatric	$40.00
f. Feline Ovariohysterectomy – Adult	$40.00
g. Feline Castration – Pediatric	$40.00
h. Feline Castration – Adult	$40.00

i. Medications and Diagnostic Testing
    a. As approved by the Director of Animal Services or his designated representative.

3. Non-Routine Services

a. As approved by the Director of Animal Services or his designated representative.

C/O DVMIMS P.C.
d/b/a Tillman's Corner Veterinary Hospital

By:_____
Signature

Justin Mims, D.V.M., M.S.
Print Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

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

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

PRODUCER

State Farm

STATE FARM INSURANCE
6414 GRELOT RD
STE A
MOBILE AL 36695

CONTACT NAME: CRAIG WILLIAMS
PHONE (A/C, No, Ext): 251-633-8811 **FAX (A/C, No):** 251-634-1599
E-MAIL ADDRESS: CRAIG.WILLIAMS.B2IF@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TILLMANS CORNER VETRENARY HOSPITAL
5842 THREE NOTCH RD
MOBILE AL 36619

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			93-CW-M270-1	06/11/2023	06/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 300,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

VETERNARY CLINIC/HOSPITAL

CERTIFICATE HOLDER

CITY OF MOBILE
MOBILE AL 36602

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

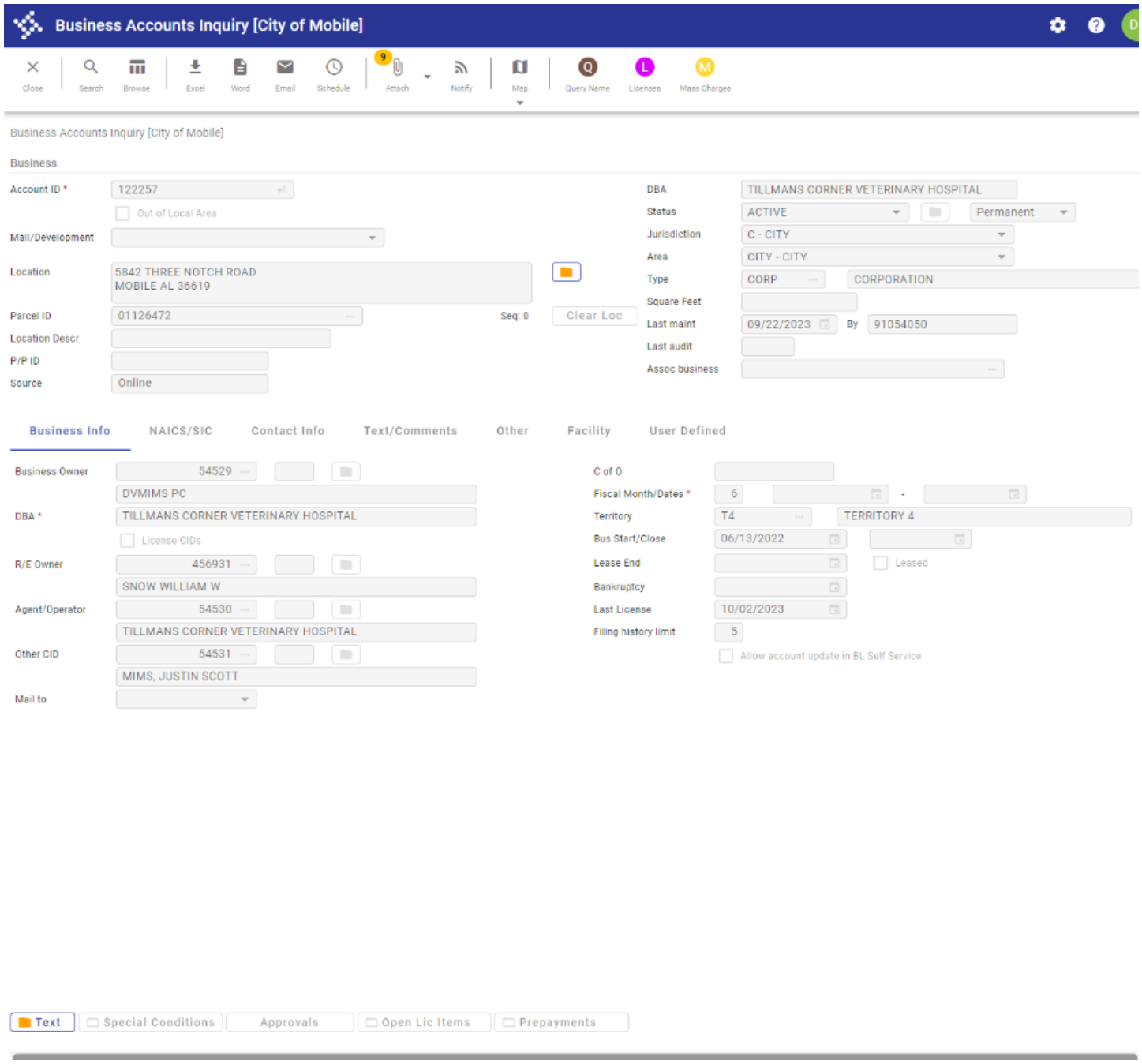
Craig W Williams

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Business Entity Records

Tillman's Corner Veterinary Hospital, Inc.	
Entity ID Number	000-254-032
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/23/2007
Registered Agent Name	SELLERS, EDWARD D
Registered Office Street Address	5842 THREE NOTCH RD MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	PRACTICE VETERINARY MEDICINE
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	SELLERS, EDWARD D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/23/2007 Certificate of Formation 5 pgs.

Browse Results | New Search


Business Accounts Inquiry [City of Mobile]
Close
Search
Browse
Excel
Word
Email
Schedule
Attach
Notify
Map
Query Name
Licenses
Mass Charges
Business Accounts Inquiry [City of Mobile]
Business
Account ID *
122257
Out of Local Area
Mail/Development
Location
5842 THREE NOTCH ROAD
MOBILE AL 36619
Parcel ID
01126472
Seq: 0
Clear Loc
Location Descr
P/P ID
Source
Online
DBA
TILLMANS CORNER VETERINARY HOSPITAL
Status
ACTIVE
Permanent
Jurisdiction
C - CITY
Area
CITY - CITY
Type
CORP
CORPORATION
Square Feet
Last maint
09/22/2023
By
91054050
Last audit
Assoc business
Business Info
NAICS/SIC
Contact Info
Text/Comments
Other
Facility
User Defined
Business Owner
54529
DVMIMS PC
DBA *
TILLMANS CORNER VETERINARY HOSPITAL
License CIDs
R/E Owner
456931
SNOW WILLIAM W
Agent/Operator
54530
TILLMANS CORNER VETERINARY HOSPITAL
Other CID
54531
MIMS, JUSTIN SCOTT
Mail to
C of O
Fiscal Month/Dates *
6
Territory
T4
TERRITORY 4
Bus Start/Close
06/13/2022
Lease End
Leased
Bankruptcy
Last License
10/02/2023
Filing history limit
5
Allow account update in BL Self Service
Text
Special Conditions
Approvals
Open Lic Items
Prepayments

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

To provide all necessary skilled labor, equipment, consumable, supplies, and materials for construction and installation services needed to repair all damaged and deteriorated portions of the Mobile Fire-Rescue Training Tower.

Amount of Contract:

$21,500.00

Funding Source

Project # 2024 Fire Training Tower Repair FD-001-24 **Discretionary Funds**

Project String C0830 2024 Fire Training Tower Repair (20002000-48010) **Contract Number:**4844

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FD-001-24 Routing Package	Cover Memo	1/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/11/2024 - 11:38 AM
Capital	Rhodes, Brenda	Approved	1/11/2024 - 1:10 PM
Legal	Kern, Chris	Approved	1/11/2024 - 1:24 PM

Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:19 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

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: .Industry Services Co., Inc.

Project Name: .2024 Fire Training Tower Repair

Project Number: .FD-001-24

Amount: .$21,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 FIRE TRAINING TOWER REPAIR

CAPITAL PROJECT #: C0830 (20002000-48010)

CONTRACT AMOUNT: $21,500.00.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-001-24

PROJECT DESCRIPTION: To provide all necessary skilled labor, equipment, consumable, supplies, and materials for construction and installation services needed to repair all damaged and deteriorated portions of the Mobile Fire-Rescue Training Tower as addressed in the 2023 Facilities Assessment Report.

VENDOR NAME: INDUSTRY SERVICES CO., INC.

VENDOR NUMBER: 295837

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 01/09/2024

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the **Owner**:	CITY OF MOBILE 205 Government Street P.O. Box 1827 Mobile, Alabama 36633
And the **Contractor**:	INDUSTRY SERVICES CO., INC. 6265 Rangeline Road Mobile, Alabama 36582
	City Business License No.: 2304483
	Secretary of State Registration No.: 000-886-85
For the following **Project**:	2024 FIRE TRAINING TOWER REPAIR 860 Owens Street Mobile, Alabama 36604
Project Number:	FD-001-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described herewith and as outlined in the Contractor's Proposal dated November 28, 2023, and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is TWENTY-ONE THOUSAND FIVE HUNDRED and 00/100 DOLLARS ($21,500.00), which includes a Contingency Allowance of TWO THOUSAND and 00/100 DOLLARS ($2,000.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within SEVEN (7) consecutive calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America.

2. Employer's Liability with limits of not less than:

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

B. Comprehensive General Liability Insurance:

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing 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.

D. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a

maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

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

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

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

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

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

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

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that

Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **Industry Services Co., Inc.** has completed the contract for **2024 Mobile Fire-Rescue Training Tower Annual Repairs, FD-001-24, 860 Owens Street, Mobile, Alabama 36604.** All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

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

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

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

B. An enumeration of the Contract Documents, other than a Modification, appears below:
   1. This Instrument (Agreement);
   2. Fire Training Facilities 2024 Annual Inspection Report Request for Quote documents, dated September 29, 2023, as prepared by Barter & Associates, Inc. Structural Engineers;
   3. Contractor's Proposal dated November 28, 2023;
   4. Alabama Secretary of State Business Entity Documentation;
   5. E-Verify Enrollment Documentation; and
   6. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

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

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

OWNER: **City of Mobile**

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Industry Services Co., Inc.

Shawn Hunter
By Signature

Shawn Hunter, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Shawn Hunter as President of Industry Services 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, 20 24.

Amanda S Pirkle
NOTARY PUBLIC
My Commission Expires: _____

AMANDA S PIRKLE
Notary Public
Alabama State at Large
My Commission Expires Nov 7, 2026

BARTER & ASSOCIATES, INC.
Structural Engineers

September 29, 2023

Mr. Roger Washington
Architectural Engineer - Architectural Engineering Department
City of Mobile
205 Government Street, 5th Floor, South Tower
Mobile, AL 36602

RE: FD-001-24; Fire Training Facilities – 2024 Annual Inspection

Dear Roger:

Pursuant to your request, I have inspected the Fire Department's fire and smoke training tower as well as the multi-story scaffold structure used for training at the Mobile Fire-Rescue Department Training Academy on Owens St. in Mobile. My inspection was for the presence of structural deterioration and damage. The inspection was conducted on two separate days, September 26 and 27. No personnel from the Fire Department were present during the inspection. Training was continuing in other areas of the facilities.

The fire and smoke training tower is a four-story enclosed structure built in 1964 (see Photo #1). The tower is constructed with reinforced concrete columns and spandrel beams at each level with masonry infill walls. These walls are composed of concrete masonry backup to a brick exterior. The floors and roof are constructed of precast double "T" beams spanning in the east/west direction with a concrete topping over the beams. The scaffold training structure is a four-story open structure which is located 200-ft. northwest of the fire and smoke tower and is constructed of galvanized steel pipe and bar grating (see Photo #2).

Our first inspection of the training tower was in 1997 with subsequent inspections and remedial work performed in 1998, 2008, 2012, 2018, 2020, and 2022. In years past repairs have been made to the stairs, the concrete beams, and the fireproofing. The heat from the fires puts a thermal load into the structure causing expansion and contraction. The deficiencies discovered during this year's inspection can be attributed to their use and/or age.

The attached photographs illustrate the condition of the structure. Problems pointed out in the last two inspections do not all appear to have been corrected, and there are new problems that have developed. The most critical are those associated with failure of the double-tee beam bearing. Photographs 5, 7, and 10 depict bearing failure with missing

concrete. These situations should be remedied at the earliest possible time. With the missing concrete under the beam's end, the beam has uneven support, which can cause rotation and overstressing. These conditions exist near the corners of the 2nd and 4th floors. Repairs should be made with cementitious materials formulated to resist the high heat.

Other concrete related deficiencies include patches that are depicted on photographs 7 and 11. It appears that the patch is in danger of falling away from the surface. Besides the resulting exposure of reinforcing steel to the water and eventual corrosion, the falling material could endanger a trainee. There is a similar situation with the handrail within the 4th floor stairwell that leads to the 3rd floor. The bracket holding the handrail on the exterior wall has broken. This bracket should be repaired so as to eliminate the chance that the handrail might completely fail if someone relies on it for stability.

In photograph #4 cracks can be seen in the top of a spandrel beam visible with the stairwell. The cracks should be repaired to avoid the possibility of moisture entering the cracks and causing the reinforcing steel to corrode and expand. This expansion is commonly referred to as "rust jacking." During this process, the reinforcing steel expands, cracks the concrete, and allows moisture to enter, further corroding the steel which eventually leads to failure. These cracks should be repaired to eliminate further deterioration of the structure.

There are other cracks and fractures in the structure that are not problematic or a danger to the users of the building. In photograph #6 a typical floor crack is shown. The crack aligns with the joint between the double-tee flanges. In a typical structure the crack would be straight and filled with caulk. To caulk a crack in this structure would be a waste of time. In photograph #8 a stair-stepping crack is present which is caused by foundation settlement. The crack does not affect the use or longevity of the structure. In photograph #9, there is cracked masonry around the door frame probably caused by the rough treatment the door receives during training exercises. The cracks may eventually cause an issue with the anchorage of the door frame, but currently, the cracks are nothing to be concerned with.

In photographs #11 and #12, metal corrosion can be seen. Given the short time this structure has been in service this corrosion should not exist. The corrosion is largely confined to the attachment of the toe plate and accessories added to the platform. In time the metal will deteriorate and become a problem. My suggestion is to have the rust coated with a cold galvanizing paint with preparation of the surface adhering to the paint manufacturer's recommendations.

Both structures provide a service as originally planned by their designers. The newer

structure has considerable life left in it as long it receives the maintenance discussed above. Corrosion is the catalyst of the demise of steel structures. The fire tower is a structure that can function in perpetuity, but the maintenance will become more extensive due to its exposure to high temperatures and its age. The repairs discussed above should be implemented as soon as practical and similar repairs should be planned for every year for as long as the structure is in service.

Submission of this report concludes our authorized services. No claim is made that all conditions were observed. No calculations were made, and no testing was performed. This report was based solely upon a visual examination of the structures. Should you have any questions regarding this matter, please contact us.



Sincerely,

Marc S. Barter

Marc S. Barter, P.E., S.E.



Elevation View of Fire Tower (Photo #1)



Elevation View of Training Tower (Photo #2)



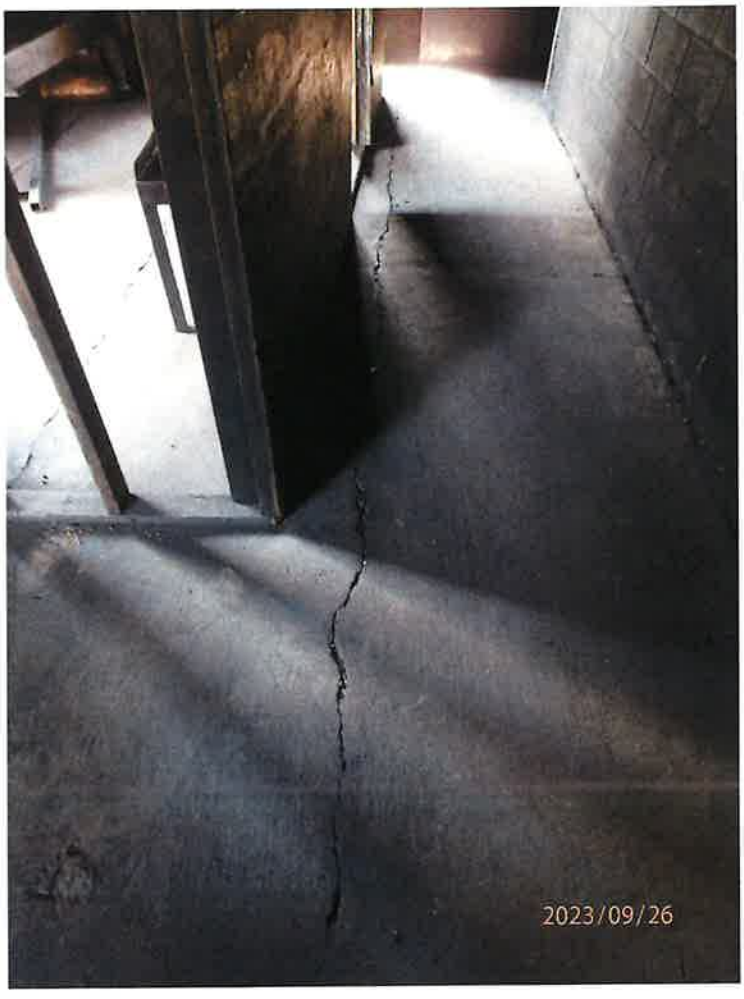
Broken Hand Rail Bracket 4th floor to 3rd Floor Stairwell (Photo #3)



Cracked Beam 3rd Floor to 2nd Floor Stairwell (Photo #4)



Failed Floor Beam Support (Photo #5)



Typical Floor Crack (Photo #6)



Failed Wall Patch at Beam Bearing (Photo #7)



Settlement Crack (Photo #8)



Damaged Masonry at Door Frame (Photo #9)



Failed Floor Joist Bearing (Photo #10)



Failed Ceiling Patch 2nd to 1st Floor Stairwell (Photo #11)



Corrosion of Kick Plate on Training Tower (Photo #12)



Corrosion of Attachment for Kick Plate on Training Tower (Photo #13)

INDUSTRY SERVICES CO. INC. | Since 1964

INDUSTRY SERVICES CO., INC.
PO Box 190667
Mobile, AL 36619
Phone: 251.443.6900
Fax: 251.443.5941
www.industrysci.com

PROPOSAL

To: Mr. David Cordingly
City of Mobile
205 Government Street
Mobile AL 36602

Date: November 28, 2023

Re: 2023 Fire Training Tower Repairs

Proposal No: 259

Industry Services Company, Inc. (Contractor) is pleased to provide this lump sum proposal to City of Mobile (Company) for the following scope of work:

1.0 **1st Floor Inside Water Main Room:** repair spalled concrete on ceiling roof truss beam. Repair material Materials used to repair cement truss will be a Portland cement and sand mix.

1.1 **1st floor Interior Fire Building:** Remove and replace interior metal door frame where metal door has been removed. Install new metal door frame and new 3' x 7' door with new metal door hinges and non-locking doorknob.

1.2 **1st floor stairwell photo 11**: repair spalled cement on ceiling roof truss beam

2.0 **2nd floor photo 5:** repair spalled cement on ceiling roof truss beam.

2.1 **2nd floor stairwell photo 4:** repair spalled cement in CMU.

3.0 **3rd floor photo 7:** repair spalled cement in CMU's

3.1 **3rd floor stairwell photo 3:** repair broken handrails, the contractor will cut holes in CMU's to allow access to fill CMU' s with concrete to support new handrail brackets.

3.2 **3rd floor fire chamber door:** remove damaged ceramic blanket and install new 4-inch-thick ceramic blanket and stainless-steel retainer clips.

4.0 **4th floor photo 10:** repair spalled cement on ceiling roof truss beam

4.1 **4th floor stairway photo 8:** remove loose mortar from brick and CMU's and repoint mortar joints.

CONTRACTOR TO PROVIDE:

1. Supervision	Provide qualified and experienced supervision.
2. Equipment	Furnish small tools and equipment.
3. Cleanup	Assemble our debris at ground level to be disposed of by Company.
4. Forklift\Lull	Provide a forklift\lull necessary to meet the job requirements.
5. Materials	Provide only the materials specified in this proposal.
6. Safety Monitor	Provide safety monitor as required.
7. Electricity	Provide the necessary power to accommodate our electrical equipment.
8. Compressed Air	Provide the compressed air for our pneumatic equipment.
9. Scaffolding	Provide any necessary scaffolding
10. Debris Disposal	Dispose of all debris

COMPANY TO PROVIDE:

1. Water	Provide constant pressurized potable water (30 to 40 psi) as required.
2. Sanitary Facilities	Allow our employees use of your sanitary facilities.
3. Accessibility	Provide us egress and ingress to and into the work areas.
4. Safety	Meet all daily confined space entry requirements prior to our arrival, including but not limited to, lock out-tag out and atmospheric testing.
5. Inspection	Provide timely inspection of refractory linings such that Contractor's productivity is not hindered.
6. Escalation	Company to reimburse Contractor for any holdups beyond our control at Contractor's time and material rates.

CONDITIONS

1. The installation services include all necessary skilled labor, equipment, consumables, supplies, and materials (as specified in the Request for Proposal).
2. The installation services do not include any provision for design, material specification, or drawings for the work requested in the Request for Proposal.
3. This proposal must be part of any subsequent contract.

PRICE & SCHEDULE

Contractor has based this proposal on commencing work on a Monday and working 1 each 10 (hour) shifts per day, 4 days per week, less weekends and holidays. We estimate 4 consecutive shift(s) will be required to complete the work described herein.

Contractor proposes doing the work described herein for (Nineteen Thousand Five Hundred) Dollars ($19,500.00).

SUMMARY	AMOUNT
Labor	$12,000.00
Equipment	$4,000.00
Materials	$3,500.00
Taxes	Not included
TOTAL	$19,500.00

AVAILABILITY
Please allow 1 week for delivery of new door and materials after receipt of purchase order

PAYMENT TERMS
Net 30 Days from date of invoice.

INSURANCE

TYPE	LIMITS	
General Liability	Each Occurrence Personal & Adv. Injury General Aggregate Products-Comp/OpAgg	$1,000,000 $1,000,000 $2,000,000 $2,000,000
Automobile Liability	Combined Single Limit Uninsured Motorist Comb	$1,000,000 $1,000,000
Umbrella Liability	Each Occurrence Aggregate	$5,000,000 $5,000,000
Workers Compensation & Employers' Liability	Each Accident Disease – Each Employee Disease – Policy Limit	$1,000,000 $1,000,000 $1,000,000

WARRANTIES AND LIMITATION OF REMEDIES
We agree for a period of one (1) year from the date of substantial completion of the work covered by this proposal ("work") to warrant that said work will be free from defects in workmanship. This agreement is subject to and conditioned upon our receiving prompt written notice from you of any such defects and an opportunity to inspect the work within seven (7) days from when the defect becomes apparent and prior to their being moved or otherwise disturbed, and we are given access to all necessary operating records for the unit(s) involved. If during the warranty period, the work is found to be defective in workmanship we will repair or replace the work. IN LIEU OF PERFORMING SUCH REPAIR, WE HAVE THE OPTION OF SATISFYING ALL OF OUR OBLIGATIONS BY REFUNDING THE REASONABLE.COST OF SUCH WORK IF WE HAD BEEN PREVIOUSLY PAID, OR BY ISSUING A CREDIT MEMO THEREFORE, IF NOT PREVIOUSLY PAID. OUR RESPONSIBILITY IS LIMITED TO SUCH REPLACEMENT, AND WE SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT CONTINGENT DAMAGES OCCASIONED BY OR RESULTING FROM IMPROPER WORKMANSHIP, AND IN NO EVENT SHALL OUR LIABILITY EXCEED THE PURCHASE PRICE OF THIS PROPOSAL.

THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY. THE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, AND TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

This warranty does not cover repairs made by anyone other than the above contractor or one of its authorized representatives.

TAXES
This proposal does not include any provision for sales tax levied by Federal, State or Local Governments. Any such taxes would be an extra to this proposal.

GOVERNING LAW
This proposal and any subsequent contract shall be governed by the laws of the State of Alabama unless changes are specified and agreed upon.

VALIDITY
This proposal is valid for a period of thirty (30) days after the date on the proposal, after which Contractor reserves the right of revision.

NONDISCLOSURE
The contents of this proposal are and shall remain confidential and shall not be disclosed to any person or entity by any party hereto. This proposal may not be duplicated or distributed to others, in part or in whole, without written consent from Contractor.

Thank you for the opportunity to provide this proposal. We look forward to being of assistance to you.

Respectfully,
Industry Services Company, Inc.
Mark Hutto
mhutto@industrysci.com

Bond No. US00135995SU24A

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Industry Services Company, Inc., 6265 Rangeline Road, Theodore, AL 36582, hereinafter called the Principal, and XL Specialty Insurance Company, 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06902 hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, 205 Government Street, P.O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Twenty One Thousand Five Hundred and 00/100 Dollars ($21,500.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 9th day of JAN, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete 2024 FIRE TRAINING TOWER REPAIR, Project No. FD-001-24, 860 Owens Street, Mobile, Alabama 36604, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 9th day of JAN, 2024.

CONTRACTOR AS PRINCIPAL
Company: Industry Services Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company: XL Specialty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Richard H. Mitchell, Attorney-in-Fact & AL Resident Agent

---

Resident Agent: _____
(Signature)

Name and Title: Richard H. Mitchell, Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: P:205-581-9114 F: 205-581-9293

Owner's Representative:

DocuSign Envelope ID: 61D7C3E6-5422-4E88-9C6A-6DA277380F7A

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1625001

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Anna Childress, Robert R. Freel, Alisa B. Ferris, Normandy Sutton Yaeger

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 20th, 2023.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 20th day of October, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____, _____.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 20th day of October, 2023.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 20th day of October, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____, _____.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 10/20/2025

Bond No. US00135995SU24A

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Industry Services Company, Inc., 6265 Rangeline Road, Theodore, AL 36582, as Principal, and XL Specialty Insurance Company, 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06902, as Surety, are held and firmly bound unto the **City of Mobile, 205 Government Street, P.O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Twenty One Thousand Five Hundred and 00/100 Dollars ($21,500.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 9th day of 2024, 20__ (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete 2024 FIRE TRAINING TOWER REPAIR, Project No. FD-001-24, 860 Owens Street, Mobile, Alabama 36604, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Richard H. Mitchell, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 9th dayof Jan, 2024.

CONTRACTOR AS PRINCIPAL
Company: Industry Services Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:

SURETY
Company: XL Specialty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Richard H. Mitchell, Attorney-in-Fact
AL Resident Agent

Resident Agent: _____
(Signature)

Name and Title: Richard H. Mitchell, Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: P:205-581-9114 F: 205-581-9293

Owner's Representative:

DocuSign Envelope ID: 61D7C3E6-5422-4E88-9C6A-6DA277380F7A

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1625002

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Anna Childress, Robert R. Freel, Alisa B. Ferris, Normandy Sutton Yaeger

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 20th, 2023.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 20th day of October, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____, _____.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 20th day of October, 2023.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by: Gregory Boal, VICE PRESIDENT

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 20th day of October, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____, _____.

XL REINSURANCE AMERICA INC CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 10/20/2025

City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at https://cityofmobile.sharepoint.com/sites/COMPortal .
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# FD-001-24 Current Date 12 / 19 / 23

Project Description MFRD 2024 Annual Fire Training Tower Structural Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

1. This is a single trade project from a specialized Contractor who performs this work annually for MFRD.
2. There will be no other Contractors involved in the scope of work.
3. Project will require a specialized contractor familiar with on the fire training tower.

Cassie Boatwright
Requested By (Department Director)

(Signature) | Director, REAM (Title) | 12/19/2023 (Date)

251-208-7637
Telephone Number

boatwright@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd Dec 19, 2023 10:50 CST

(Signature) | Supplier Diversity Program Manager (Title) | 12/19/2023 (Date)

Approved By (CAO)

3123_001

Final Audit Report 2023-12-19

Created:	2023-12-19
By:	Emma Dean (emma.dean@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANfqcQMOfEEdsWub_kw2mNomUqlXRIFOb

"3123_001" History

Document created by Emma Dean (emma.dean@cityofmobile.org)
2023-12-19 - 4:46:01 PM GMT

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.org) for signature
2023-12-19 - 4:48:34 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.org)
2023-12-19 - 4:49:24 PM GMT

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.org)
Signature Date: 2023-12-19 - 4:50:31 PM GMT - Time Source: server

Agreement completed.
2023-12-19 - 4:50:31 PM GMT

Alabama Secretary of State

Industry Services Co., Inc.	
Entity ID Number	000-886-851
Entity Type	Foreign Corporation
Principal Address	2200 SHELTON ROAD BASTROP, LA 71220
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Louisiana
Formation Date	
Qualify Date	09/25/1985
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL CONSTRUCTION
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue.
If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2022

Transactions

Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	09/25/1985 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

Browse Results New Search

Company ID Number: 461409

Approved by:

Employer Industry Services Co., Inc Richard Edgeworth	Director of HR
Name (Please Type or Print) Electronically Signed	Title 12/20/2023
Signature	Date
Department of Homeland Security – Verification Division USCIS Verification	
Name (Please Type or Print) Electronically Signed	Title 12/20/2023
Signature	Date

E-Verify

Company ID Number: 461409

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Industry Services Co., Inc
Company Facility Address	6265 Rangeline Road Theodore, AL 36582
Company Alternate Address	P.O. Box 190667 Mobile, AL 36619
County or Parish	Mobile
Employer Identification Number	721040205
North American Industry Classification Systems Code	238
Parent Company	NA
Number of Employees	100 to 499
Number of Sites Verified for	5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2023

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 McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	**CONTACT NAME:** Lindsay Tidmore 205-583-9891 **PHONE (A/C, No, Ext):** 1-800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:** ltidmore@mcgriff.com
INSURED Industry Services Co., Inc. 6265 Rangeline Road Theodore, AL 36582	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liability Insurance Company — 26247 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 6GH7RY49 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO 4246791-01	05/31/2023	05/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BAP 4228620-01	05/31/2023	05/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	AUC 4196970-01	05/31/2023	05/31/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 4246789-01	05/31/2023	05/31/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

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

RE: Fire Training Tower - Refactory Concrete Coating

City of Mobile is included as an Additional Insured on a primary and noncontributory basis with respect to General Liability, Automobile Liability and Excess Liability as required by written contract. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract. In the event of cancellation by the insurance companies, the General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Architectural Engineering Department P.O. Box 1827 Mobile, AL 36633	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:
Nick Amberger, P.E., Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:
Engineering and construction inspection services.

Amount of Contract:
$227,000.00

Funding Source

Project # C0914 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4845

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	1/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/11/2024 - 11:00 AM
Capital	Rhodes, Brenda	Approved	1/11/2024 - 1:21 PM
Legal	Kern, Chris	Approved	1/11/2024 - 1:26 PM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:20 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Western Bayfront Resurfacing COM Project: 2024-3005-04

PROJECT #: C0914 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering and construction inspections services.

_____

CONTRACT AMOUNT: $227,000.00

VENDOR NAME: Kimley-Horn and Associates, Inc.

VENDOR NUMBER: 295376

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 1/11/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilman William Carroll

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

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

Name of Company: Kimley-Horn and Associates, Inc.

Project Name: Western Bayfront Resurfacing
COM Project# 2024-3005-04

Estimated Cost: $227,000.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

WESTERN BAYFRONT RESURFACING

PROJECT NO. 2024-3005-04

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the "ENGINEER").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **KIMLEY-HORN AND ASSOCIATES, INC.**

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

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

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

PROJECT – WESTERN BAYFRONT RESURFACING, City of Mobile Project No. 2024-3005-04. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

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

III. SCOPE OF WORK

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

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

A. Design Phase
B. Pre-Bid to Pre-Construction Phase
C. Construction Phase

A. DESIGN PHASE

1. General

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

2. Preliminary Engineering and General Requirements

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

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.

f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

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

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

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

j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

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

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

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

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

o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

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

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

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

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

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

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

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

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

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

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

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

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

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

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

C. CONSTRUCTION PHASE

1. Quality Assurance

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

2. Compliance with Plans and Specifications

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

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

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

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

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

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

3. PROJECT Observation/Inspection

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

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

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

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

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

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

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

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

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

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

k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

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

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

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

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and

binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

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

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

5. PROJECT Closeout

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

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

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

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

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

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

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

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

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

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

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services (including On-Site Investigations) in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed $68,500.00 (Sixty-Eight Thousand Five Hundred Dollars and Zero Cents).

   b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $146,000.00 (One Hundred Forty-Six Thousand Dollars and Zero Cents).

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

B. ADDITIONAL SERVICES

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

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

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $227,000.00 (Two Hundred Twenty-Seven Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and

employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: Charles H. Starling III

Its: Authorized Representative

Address: 11 North Water Street, Ste. 9290

Mobile, AL 36602

Telephone: 251-751-2527

STATE OF ALABAMA
CITY OF MOBILE

I, Sandra Jordan Wilson, a Notary Public in and for said State and County, hereby certify that Charles H. Starling III, whose name as Authorized Representative of Kimley-Horn and Associates, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 5th day of JAN, 2024

Sandra Jordan Wilson
NOTARY PUBLIC

My Commission Expires: JUNE 2, 2027

SANDRA JORDAN WILSON NOTARY PUBLIC ALABAMA STATE AT LARGE Comm. Expires June 2, 2027

EXHIBIT A: PROJECT LOCATION



EXHIBIT A: PROJECT LOCATION (CONT'D)

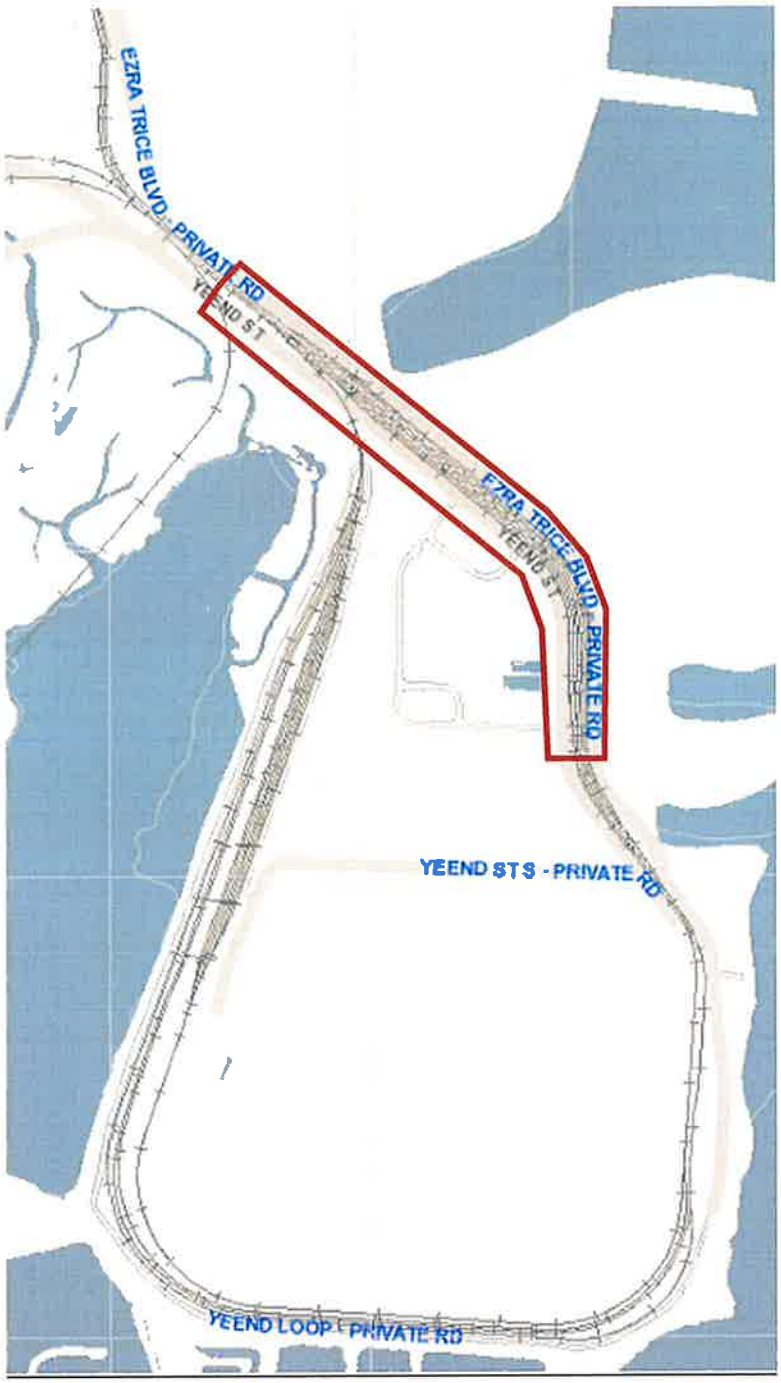


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **$2,224,600.00 [Two Million Two Hundred Twenty-Four Thousand Six Hundred Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **$227,000.00 [Two Hundred Twenty-Seven Thousand Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 2

FUNDING SOURCE: C0914 (WESTERN BAYFRONT RESURFACING)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$120 - $155
Professional	$155 - $200
Senior Professional I	$195 - $280
Senior Professional II	$265 - $305
Senior Technical Support	$120 - $180
Support Staff	$95 - $115
Technical Support	$105 - $125

Effective through the duration of the attached contract

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	$ 68,500.00
Pre-Bid to Pre-Construction Phase	$ 7,500.00
Construction Phase	$ 146,000.00
Base Contract Amount	**$ 222,000.00**
Additional Services (If requested in writing by the City Engineer)	$ 5,000.00
Total Contract Amount including Additional Services	**$ 227,000.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

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

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2023

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
Edgewood Partners Ins. Center/Greyling
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 7702207699 **FAX (A/C, No):** 7702207699
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Lloyd's of London	85202
INSURER E :	
INSURER F :	

INSURED KIMLASS
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER:** 715793603 **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			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY			CA4489663	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			CA2970071	4/1/2023	4/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC015893685 (AOS)	4/1/2023	4/1/2024	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		WC015893686 (CA)	4/1/2023	4/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Western Bayfront Resurfacing Project #2024-3005-04; Jacob Franklin. The City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile
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
Gregg Bachtel

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Kimley-Horn and Associates, Inc.
Address	11 North Water Street, Suite 9290 Mobile, AL 36602
Telephone	251-680-0548
E-Mail	jacob.franklin@kimley-horn.com

RFP/RFQ Solicitation Number	2024-3005-04
Project Description	Western Bayfront Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4,623 Female 2,801 Minority 1,953 Non-minority 5,471 SDVO 157 Total #of Employees 7,424

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jacob N. Franklin

Signature: _____ **Date:** 01/03/2024

Title: Project Manager

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jacob N. Franklin **Title:** Project Manager

Email: jacob.franklin@kimley-horn.com **Phone:** 251-680-0548

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Kimley-Horn and Associates, Inc. Your Bid/Proposal Amount $ 222,000.00 Date: 01/03/2024

01 / 03 / 2024 Description Western Bayfront Resurfacing

Name of Bidder/Proposer: Kimley-Horn and Associates, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
McCrory and Williams	251-476-4720	Construction Inspection Services	$44,400.00	20%	YES	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Charles (Chuck) H. Starling, III, P.E. (affiant) who, being duly sworn says as follows:

Authorized Representative
~~President/CEO~~ of Kimley-Horn and Associates, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Authorized Representative for Kimley-Horn and Associates, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Kimley-Horn and Associates, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 412062.

Authorized Representative
~~CEO~~ of Kimley-Horn and Associates, Inc.

Sworn to and subscribed before me this the 21st day of December, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

LORI E. ANDERSON NOTARY PUBLIC FULTON COUNTY, GEORGIA

non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10

assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis

photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its

C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make

process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to

Company ID Number: 21804
Client Company ID Number: 412062

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Kimley-Horn and Associates, Inc (Employer) hereby designates and appoints **Abso - Sterling Infosystems Company** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Kimley-Horn and Associates, Inc** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

Company Name: Kimley-Horn and Associates, Inc

Company Facility Address: 3001 Weston Parkway
Cary, NC 27513

County or Parish: WAKE

Employer Identification Number: 560885616

North American Industry Classification Systems Code: 237

Administrator:

Number of Employees: 1,000 to 2,499

Company ID Number: 21804
Client Company ID Number: 412062

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 Kimley-Horn and Associates, Inc

Barry Barber	Senior Vice President
Name (Please Type or Print)	Title
Barry Barber	5/2/11
Signature	Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King	
Name (Please Type or Print)	Title
Electronically Signed	04/29/2011
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:

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:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

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)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Samuel Argenis Rita, Jr.

Amount of Contract:

n/a

Effective Date of Contract:

1/23/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Rita

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Rita	Resolution Letter	1/10/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/10/2024 - 12:07 PM
			1/11/2024 -

Legal	Kern, Chris	Approved	11:13 AM
Mayors Office	Montgomery, Brandi	Approved	1/11/2024 - 3:22 PM

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, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Samuel Argenis Rita, Jr., as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D018\P005\00122270.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:1/16/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/11/2024 - 1:49 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Y. U. Buy Experiences, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on January 30, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jamal Henry, individually or on behalf of Y.U. Buy Experiences LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:
Y.U BUY EXPERIENCES LLC

Mobile Business Address: _____

Telephone: 2513588955 Trade Name (d/b/a): Y.U.RIDE SHUTTLE SERVICE

II. Business Information

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

Birthdate: _____

Mobile Re: _____

Address 1770 City State Zip code

Telephone Number: 251-358-8955 Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 0

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

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

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

Business Address: _____

(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Jamal Hertz	Owner		

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

Name	Date	Amount	Location	Disposition
N/A				

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

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

Location of terminal/depot or stand & stables

What will be your days and hours of operation? 24/7 365

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2023	Model: Expedition
Make: Chevrolet	Year: 2023	Model: Tahoe
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
Black + Dark Blue

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Y.U BUY Experiences LLC

By: _____

Its _____

KATINA WINGFIELD NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 06-20-2027

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5 **DAY OF** January, 2024

Katina Wingfield

Notary Public

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Jamal Henry

Date of Birth: [illegible] Social Security #: [illegible]

Present Address: [illegible]

Home Phone Number: 251-358-8955 Work Phone Number: _____

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

Present Employer and Address: Self

Present Position/Title: _____

Judicial History:

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

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

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

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

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

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

[signature] 1/5/24

Signature **Date Signed**

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	HENRY ,JAMAL D'SEAN		
Address:	, AL	**Nick Name:**	
Phone:	251-358-8955		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	35
Weight:	155	**Eyes:**	BROWN
Height:	6'01"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: [signature]

DATE: 01-05-2024

APPLICANT

* See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

TCN:

LAST NAME: NAM
FIRST NAME:
MIDDLE NAME:
HENRY, JAMAL D

SIGNATURE OF PERSON FINGERPRINTED:

RESIDENCE OF PERSON FINGERPRINTED:

ALIASES: AKA

ORI:

DATE OF BIRTH (DOB) Month Day Year:

CITIZENSHIP (CTZ)	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH (POB)
US	M	B	601	155	BRO	BLK	GA

DATE: 01-05-2024

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Steele,Ethan 20884 EAS

YOUR NO. OCA:

EMPLOYER AND ADDRESS:

UNIVERSAL CONTROL NO. (UCN):

ARMED FORCES NO.: MNU

SOCIAL SECURITY NO. (SOC):

REASON FINGERPRINTED:
CAB/LIMO DRIVER/CHAUFFER

MISCELLANEOUS NO.: MNU

LEAVE BLANK

CLASS:

REF:


1. R. THUMB


2. R. INDEX


3. R. MIDDLE


4. R. RING


5. R. LITTLE


6. L. THUMB


7. L. INDEX


8. L. MIDDLE

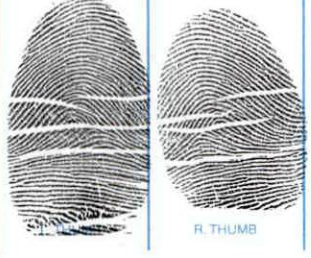

9. L. RING


10. L. LITTLE

NEC LSCAN500 003923 20240105

1/5/2024 11:09 AM


LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY


L. THUMB

R. THUMB


RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY