AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 3, 2023, 10:30 AM

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

   Apostle Tamika Morgan, Rebirth Apostolic Ministry

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   December 13 and 20, 2022

7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

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

    Request of Mobile Alumni Chapter Kappa Alpha Psi for a waiver of the Noise Ordinance at 650 St. Francis Street on January 7, 2023, from 1:00 p.m. - 8:00 p.m. (District 2).

    Request of Forlisher French for a waiver of the Noise Ordinance at Cooper Riverside Park on May 4, 2023, from 2:00 p.m. - 8:00 p.m. (District 2).

    Request of Gulf Coast Ethnic & Heritage Jazz Festival for a waiver of the Noise Ordinance at Cooper Riverside Park on July 29 & 30, 2023, from 4:00 p.m. - 10:00 p.m. (District 2).

Request of St. Monica Catholic Church for a waiver of the Noise Ordinance at 1131 Dauphin Island Parkway on January 29, 2023, from 11:00 a.m. - 11:00 p.m. (District 3).

11. PUBLIC HEARINGS

Public hearing to consider an ordinance to amend Section 64.3.I, Downtown Development District, of the current Zoning Ordinance, Chapter 64 of the Mobile City Code, 1991, and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022.

Public hearing proposing the creation of a Tax Increment Finance (TIF) District in the City of Mobile, authorizing the preparation of a project plan, and authorizing the President of the City Council to perform certain actions required by Alabama law (sponsored by Council President Small and Mayor Stimpson).

Public hearing to consider a Certificate of Public Convenience and Necessity to Armstead Mortuary Transit Service to operate a shuttle service.

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Baby B's Transportation to operate a shuttle service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

13. ORDINANCES HELD OVER

64-069 Consider an ordinance to amend Section 64.3.I, Downtown Development District, of the current Zoning Ordinance, Chapter 64 of the Mobile City Code, 1991, and amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmembers Carroll and Jones).

64-070 Rezone property located at the west side of Todd Acres Drive, 2/5 +/- mile north of Hamilton Boulevard, extending to the east side of C.S.X. Railroad from R-A to I-1 (sponsored by Councilmember Reynolds).

64-071 Rezone property located at 6137 Todd Acres Drive from R-A, B-5, I-1 and I-2 to I-2 (sponsored by Councilmember Reynolds).

14. CONSENT RESOLUTIONS HELD OVER

40-935 Declare the structure at 2070 Victory Drive, W. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-965 Declare the structure at 2408 Hart Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

15. RESOLUTIONS HELD OVER

37-834 Approve a Certificate of Public Convenience and Necessity to Medevac Alabama, Inc. to operate an ambulance service (submitted by Lisa C. Lambert, City Clerk).

08-1111 Approve purchase order to Ward International Trucks, LLC for 3 shuttle trucks for Public Services, Trash Collection; $341,730.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1112 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1113 Approve purchase orders for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1114 Approve purchase order to DS Diesel Services, LLC for replacement engine for street sweeper; $29,827.27 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1115 Approve purchase order to K&K Systems, Inc. for 2 electronic solar-powered trailer-mounted LED message signs; Traffic Engineering; $27,380.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1116 Approve purchase order to Safeco, Inc. for annual renewal for SafetyPlus management and training software; Office of Professional Responsibility; $19,200.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1117 Approve purchase order to Vulcan, Inc. for aluminum street signs for Traffic Engineering Dept.; $60,440.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1118 Approve purchase order to Global Industries, Inc. for furniture for Lafayette Street Resource Center; $16,895.76 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1119 Approve purchase order to Kimball International Marketing, Inc. for furniture for Lafayette Street Resource Center; $32,050.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1120 Approve purchase order to Jasper Seating Company, Inc. for furniture for Lafayette Street Resource Center; $18,012.58 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1122 Approve purchase order to Sunbelt Fire, Inc. for fire helmets and accessories for MFRD; $29,928.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1123 Transfer funds from General Fund Public Service Maintenance to

Performance Contracts to increase payment to Port City Classic; $225,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-1124 Authorize contract with Ketom Construction Company, Inc. for parking deck repairs-phase III at the Mobile Alabama Cruise Terminal; $209,576.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1125 Authorize contract with Arena Fire Protection, Inc. for security upgrades at the Public Works Complex; $16,700.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1126 Authorize a contract with Kenley Russ for services as a Cyber Specialist-Analytics for the Gulf Coast Technology Center; $43,043.97 per year for 2 years (funding through the FY22 JAG Grant) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-1127 Authorize contract with Melvin Pierce Painting, Inc. for exterior renovations at The Ben May Main Library; $517,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-1128 Accept permanent sidewalk easements for the Old Shell Road Sidewalk Project (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

31-1129 Authorize the Mayor to apply, accept and receive a grant from the Alabama Department of Transportation in support of the Mobile Metropolitan Planning Organization Carbon Reduction Program; $2,500,000.00 ($500,000.00 match required) (sponsored by Mayor Stimpson) (submitted by Marybeth Bergin, Traffic Eng. Dept.).

60-1130 Authorize Settlement Agreement and Release of Claims; Wood (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ORDINANCES BEING INTRODUCED

01-001 Ordinance to establish filing fees for land use, zoning, subdivision, and Board of Adjustment submissions (sponsored by Mayor Stimpson) (submitted by Margaret Pappas, Planning & Zoning Dept.).

09-002 Ordinance to amend Chapter 9 of the Mobile Code to add a new article entitled "Board of Adjustment" (sponsored by Mayor Stimpson) (submitted by Margaret Pappas, Planning & Zoning Dept.).

17. CONSENT RESOLUTIONS BEING INTRODUCED

58-001 Authorize removal of weeds, Group 1637.

58-002 Authorize removal of weeds, Group 1638.

60-003 Determine an appropriation to The Maynard 4 Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-004 Determine an appropriation to CC's Classic Catering serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-005 Determine an appropriation to the United Way of Southwest Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-006 Determine an appropriation to Feeding the Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Dept.).

60-007 Determine an appropriation to Azalea City CDC, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-008 Determine an appropriation to CC's Classic Catering serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

18. RESOLUTIONS BEING INTRODUCED

03-009 Authorize the Certificate of Mayor Approval and Resolution for Appointment of Directors to the Alabama School of Math and Science (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-010 approve purchase order to Global Industries, Inc. for furniture for Fire Training Center; $21,892.63 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-011 Approve purchase order to Sansom Equipment Co., Inc. for six 18-feet dump trailers for Trash Dept.; $297,774.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-012 Approve purchase order to CDW Government, LLC for Surface Pro Tablets and accessories; Police Admin. Services; $15,279.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-013 Approve purchase order to Arcadis US, Inc. for equipment and installation of vehicle detection equipment for 10 intersections on Airport

Boulevard; $371,555.20 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-014 Approve purchase order to Stons, Inc. for 1 year subscription for workflow management software for MIT; $65,664.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-015 Approve purchase order to LCM Motorcars, LLC for 2021 Dodge Charger and 2022 Chevrolet Crew Cab Pick-Up Truck for MPD Cyber Division; $105,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-016 Approve purchase order to Cellebrite, Inc. for forensic product training for MPD; $22,274.10 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-017 Authorize contract with Wrico Signs, Inc. for new park signs at various City parks; $38,727.00 (sponsored by Councilmembers Penn, Carroll, & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-018 Authorize change order with James H. Adams & Son Construction Company, Inc. for Ann Street Rehabilitation Project; $26,262.00 (sponsored by Councilman Small and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-019 Authorize contract with Sawgrass Consulting, LLC for 2022 PAYGO Resurfacing; $818,550.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-020 Authorize contract with Southern Earth Sciences, Inc. for 2022 PAYGO Resurfacing; $165,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-021 Authorize contract with Harris Contracting Services, Inc. for new restrooms and renovations at Langan and Public Safety Memorial Parks; $3,312,827.00 combined (sponsored by Councilmembers Daves & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-022 Authorize contract with Minnikin Resources, Inc. to provide review and consultation of City boards and commissions; NTE $80,000.00 (sponsored by Mayor Stimpson) (submitted by Matthew Anderson, Civic & Cultural Affairs).

21-023 Authorize contract with WAS Design, LLC for landscape architectural services for new pickleball courts at Lavretta Park; $73,250.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie

Boatwright, REAM Dept.).

21-024 Authorize contract with PFM Group for a third-party validation study regarding altering the corporate limits of the city of Mobile (sponsored by Councilmember Small and Mayor Stimpson).

37-025 Approve a Certificate of Public Convenience and Necessity to Armstead Mortuary Transit Service to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-026 Approve a Certificate of Public Convenience and Necessity to Baby B's Transportation to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

19. CALL FOR PUBLIC HEARINGS

41-027 Call for public hearing to rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street from R-1 and B-2 to B-2 (scheduled for January 24, 2023) (District 3).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/19/2022 - 12:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/21/2022 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT

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

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

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

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

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

Name of Applicant: EMILY NARON
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

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

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

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

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

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

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

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

Music containing obscene language or profanity is prohibited

CITY CLERK DEPARTMENT 2022 DEC 28 AM 9:14

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Mobile Alumni	Cover Memo	12/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 12:32 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of applicant: _____D.J. Larry Mobile Alumni Chapter Kappa Alpha Psi _____
PLEASE PRINT ALL INFORMATION

Home phone number: 251.753.4068_____Cell number__251.753.4068_____

Organization (is applicable): _____Mobile Alumni Chapter of Kappa Alpha Psi _____

Mailing address of applicant: _650 St Francis Street Mobile Alabama 36602

E-mail address: _____djlarry3@gmail.com_____

Location or address of event where amplification will be used:

_____650 St. Francis Street Between St Francis and St Michael St _____

Date of event: Jan. 7, 2023_____ Starting time: _____1PM_____ Ending time: ____8PM_____
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of event: ___Block Party _____

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
French	Cover Memo	12/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 12:33 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Forlisher French
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-406-0319

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 91811

Telephone No. 251-406-0319 E-mail address ndptf.cityofmobile@gmail.com

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

Date of Event: May 4, 2023 Starting Time: 2 P.M. Ending Time 8 P.M.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: National Day of Prayer

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 DEC 20 PM 2:45

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Gulf Coast	Cover Memo	12/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2022 - 4:32 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Gulf Coast Ethnic & Heritage Jazz Festival
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-478-4027 Cell Number: 251-422-6588

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 40404

Telephone No. 251-478-4027 E-mail address ruffinatlaw@aol.com

Location or address of event where amplification will be used:
101 S Water Street Mobile, Al 36602

Date of Event: 07/29-30/2023 Starting Time: 4:00 PM Ending Time 10:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Music Concert

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 DEC 28 PM 3:25

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Le	Cover Memo	12/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 12:35 PM

CITY CLERK DEPARTMENT

2022 DEC 19 AM 8:51

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: TUAN LE
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.786.3670

Organization (if applicable) ST. MONICA CATHOLIC CHURCH

Mailing Address of Applicant 3904 PIERSON DRIVE W MOBILE, AL 36619

Telephone No. _____ E-mail address TCP251@GMAIL.COM

Location or address of event where amplification will be used:
1131 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Date of Event: 01/29/2023 Starting Time: 11:00 AM Ending Time 11:00 PM

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

Type of Event: VIETNAMESE NEW YEAR FESTIVAL

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Councilmembers Carroll and Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/1/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 1:48 PM

Sponsored by: Councilors Carroll and Jones

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

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City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **January 3, 2023**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, and AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place, Government Plaza, 205 Government Street, Mobile, Alabama 36644, which serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Thursday, December 29, 2022**.

The proposed Downtown Development District (DDD) amendments will modify the Regulating Plan map, amend certain development standards for the Civic Center site, add development standards for two existing sub-districts and correct text errors.

The Civic Center site is bounded to the north by Civic Center Drive, to the east by South Claiborne Street, to the south by Canal Street, and to the west by South Lawrence Street.

The proposed amendments will guide the redevelopment of the Civic Center site and are intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

The amendment of the Regulating Plan map will establish T-3 and T-5.2 sub-districts on the Civic Center site. Modifications to the development standards for these sub-districts specific to the Civic Center site are proposed. Changes to the allowed uses for these sub-districts specific to the Civic Center site are also proposed.

Additional proposed amendments will further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections of the Downtown Development District Code and the associated tables:

Establishment of sub-districts.
Property standards.
Property Use restrictions.
Parking standards.
Building and parking deck height standards.
Building materials standards.
Frontage standards.
Signage standards.
Definitions.

The proposed DDD amendments can be viewed on the City of Mobile's website at **https://www.cityofmobile.org/city-updates/**. Amendments are also proposed to the Regulating Plan maps, published herewith.

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Carroll and Jones

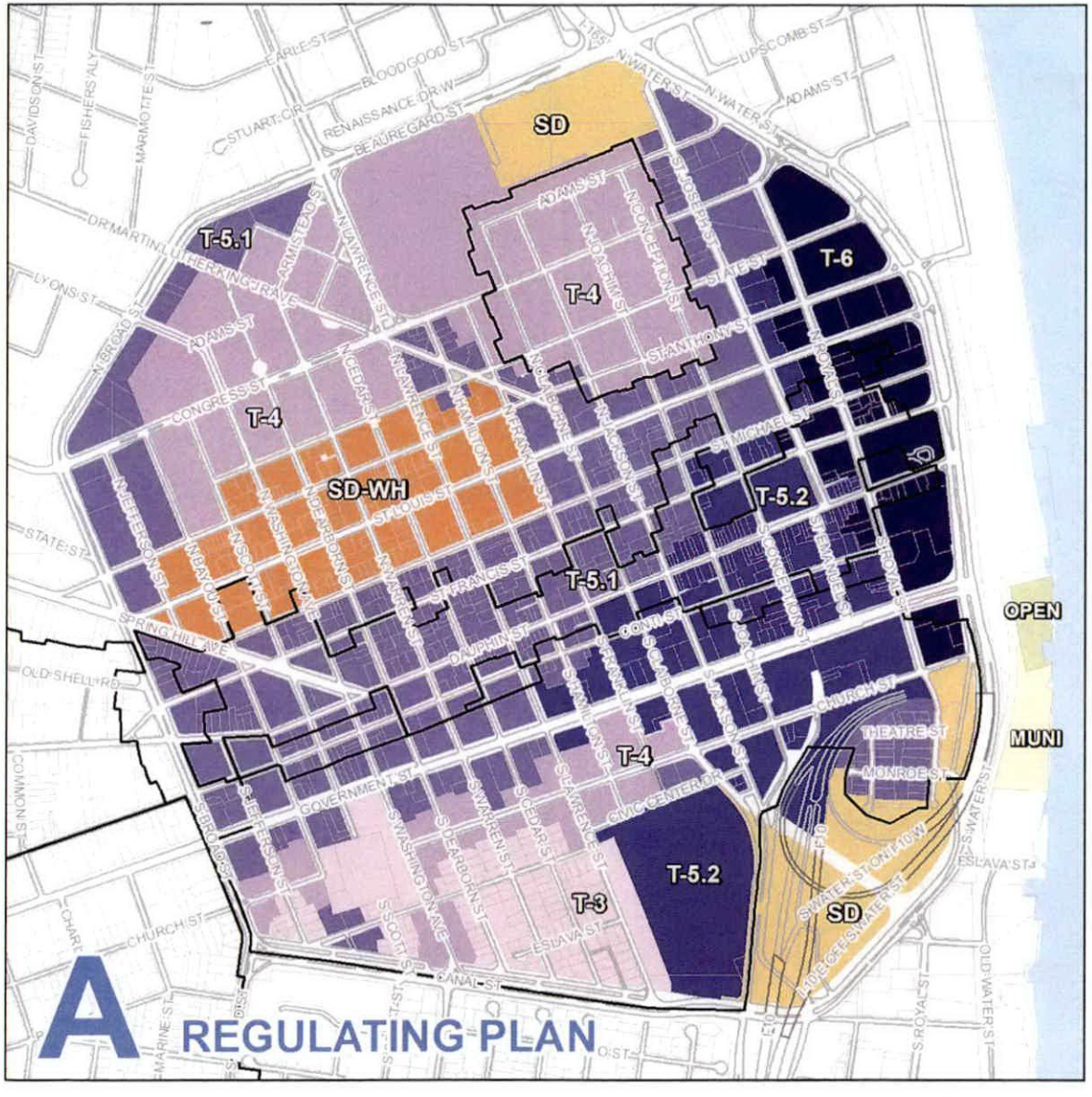
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts within the Downtown Development District, be, and the same hereby are, amended so that they now read in full as set forth in the attached.

This amendment of the DDD Code set forth in the Zoning Ordinance, Chapter 64, Section 64-3.I shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code, Ordinance 64-017-2022) shall become effective on the date that the Uniform Development Code becomes effective, as set forth therein.

APPROVED:

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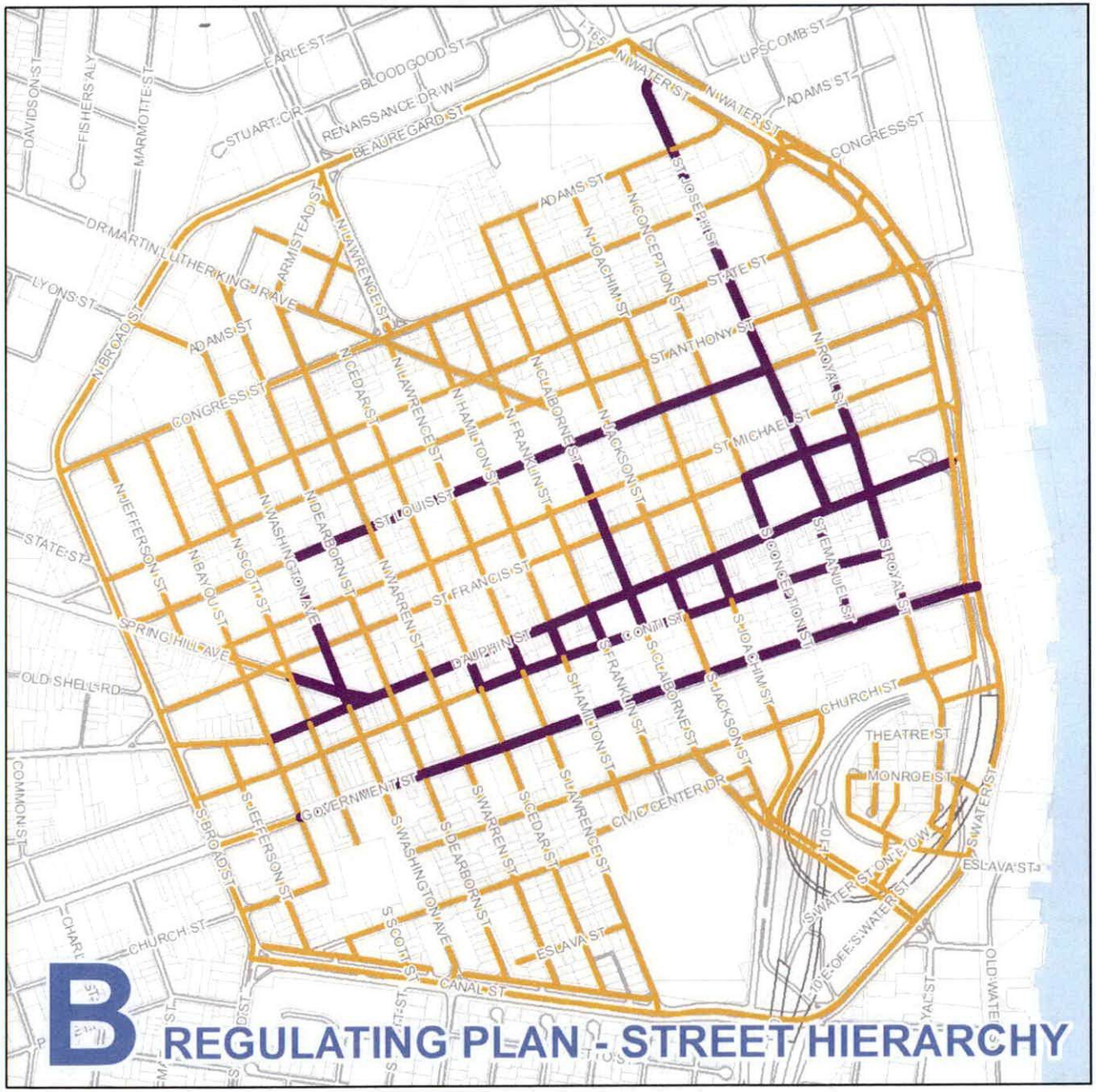
CITY CLERK



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary


B
REGULATING PLAN - STREET HIERARCHY
A Streets
B Streets

Sec. 64-3. Districts.

I. *Downtown development district.*

1. *Authority and intent.*

(a) The purpose of this subsection I is to create a new zoning code for the downtown development district ("DDD") as defined herein. The new code may be known as and referred to as the "DDD code."

(b) The council is authorized to adopt the DDD code by Alabama Code §§ 11-52-70—11-52-84 (1975) and by section 64-9 of this chapter.

(c) The DDD code is intended to:

(1) Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;

(2) Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;

(3) Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

(4) Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

2. *Applicability.*

(a) The DDD code applies to all properties located within the DDD (see plate A, regulating plan).

(b) The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

(c) Terms used throughout the DDD code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions and definitions in the existing local codes, the definitions take precedence.

(d) The definitions contain regulatory language that is integral to the DDD code.

3. *Establishment of sub-districts.*

(a) The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

(1) T-6: a mixed-use district of high intensity.

(2) T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.

(3) T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.

(4) T-3: a low-density residential district.

(5) SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.

(6) Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as plazas or parks.

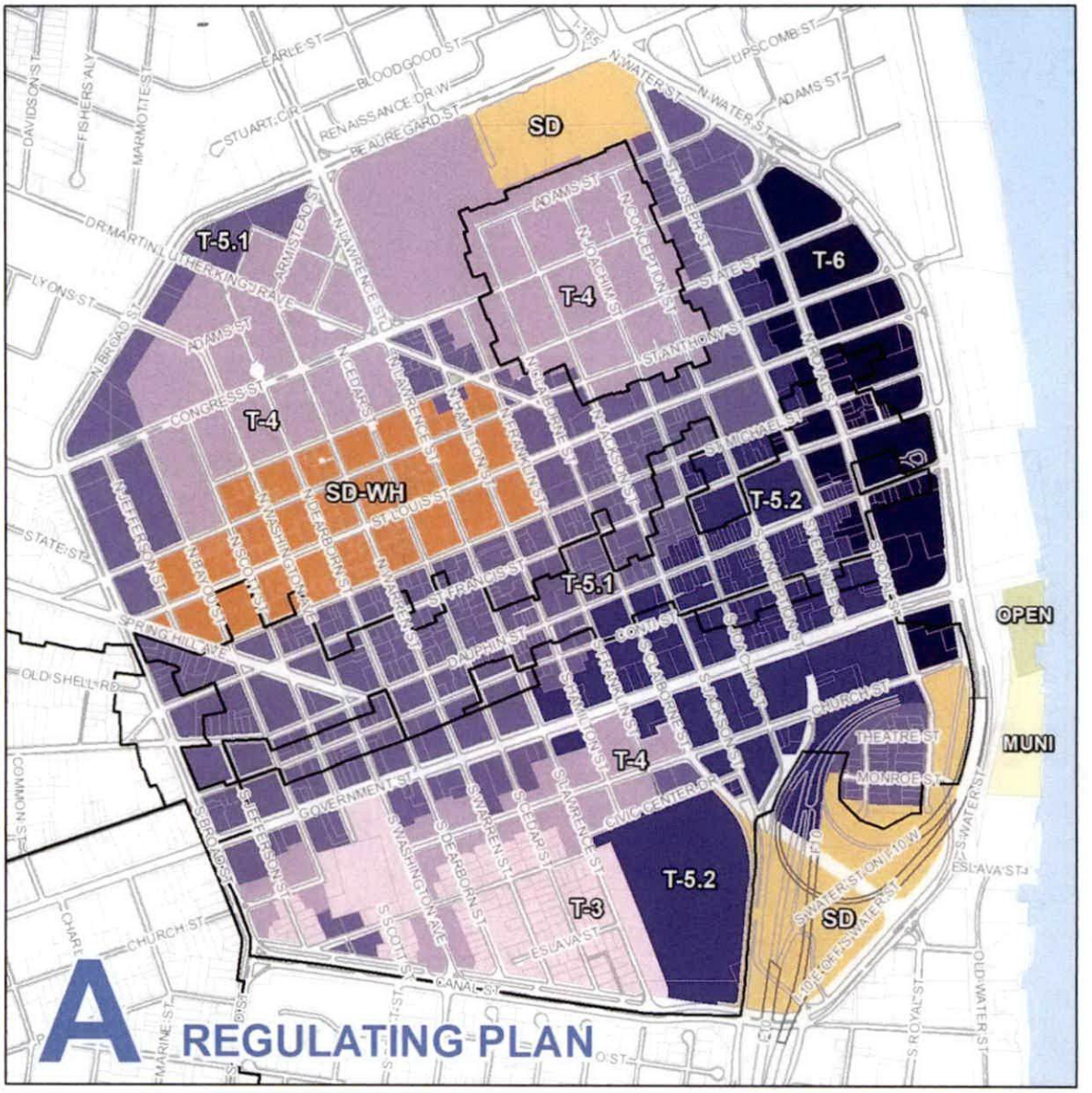
(7) Open: a district for sites dedicated to public open spaces, such as plazas or parks.

(8) SD: all special districts except SD-WH require a master plan be completed in coordination with the planning section. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the planning commission and the city council.

(b) The transect sub-districts and special district boundaries are as shown on the DDD regulating plan (see plate A). Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

(c) Regulations of subsection 64-3.I. pertaining to T-5 apply to all sub-districts of T-5.

(d) Planned unit development, as set forth in section 64-5 of the City Code, is not applicable within the DDD.



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

Plate A



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

Plate A, Detail

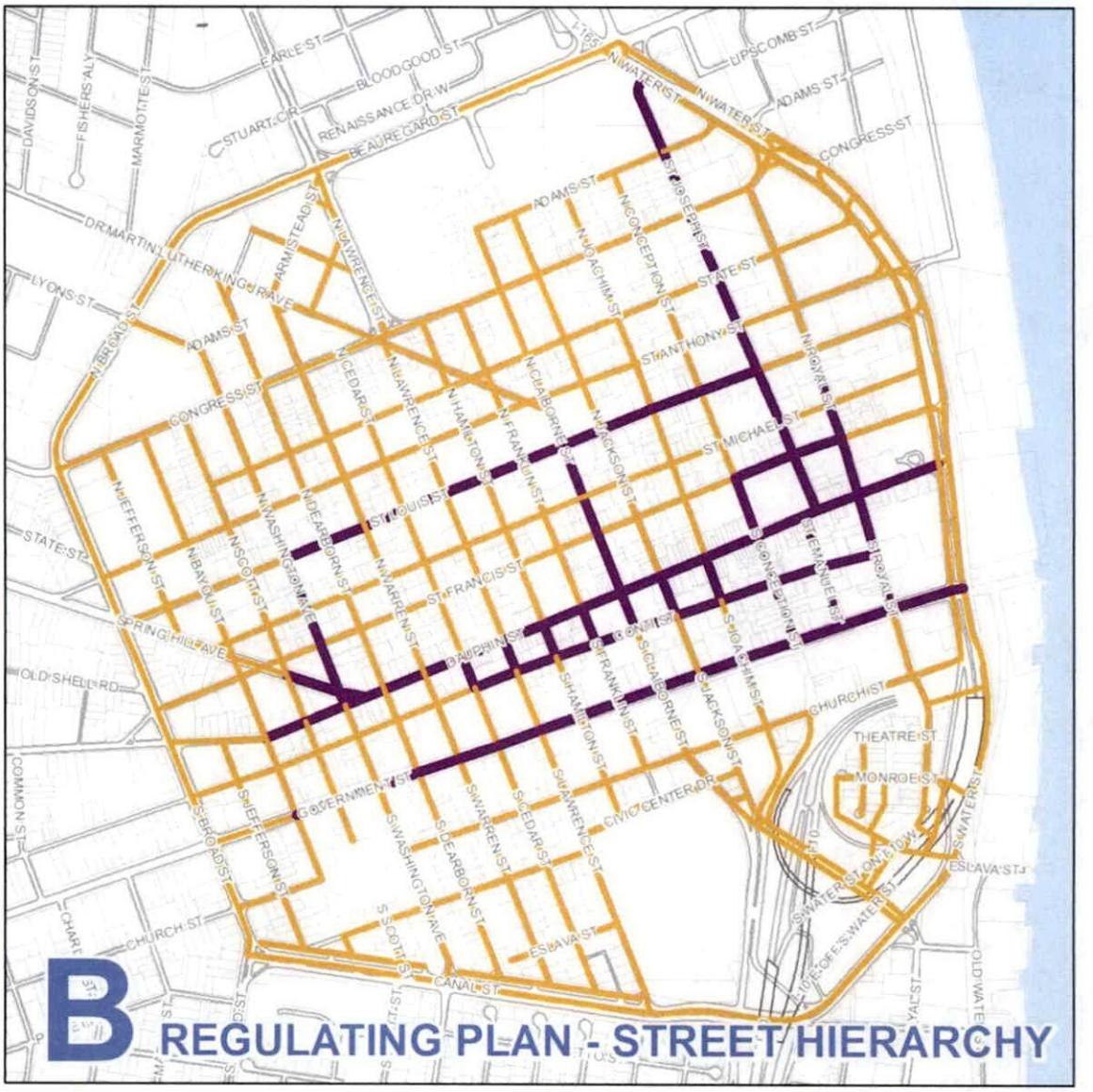


Plate B

4. *Administration, instruction, amendments and variances.*

(a) *Administration.*

(1) The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department, and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

I. The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

i. Landscaping and tree requirements;

ii. Dimensional adjustments that do not constitute an increase or decrease of more than 15% for the following design elements: awnings, balconies, canopies, galleries, stoops, terraces and signage.

iii. Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

iv. Transparency requirements for windows may be reduced up to five (5) percent of the minimum percentage required.

II. The CRC is not authorized to approve dimensional adjustments for lot size, set backs or building heights.

(b) *Instructions.*

(1) This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

(2) Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

(3) All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

(4) This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than 3 stories.

(5) Site Plans submitted for approval shall comply with:

I. Nonconformities, if any (paragraph 64-3.I.5);

II. Site plan: Property standards (paragraph 64-3.I.8);

III. Site plan: Property use restrictions (paragraph 64-3.I.9);

IV. Site plan: Building placement standards (paragraph 64-3.I.10);

V. Site plan: garbage collection standards (paragraph 64-3.I.12).

(6) Building design documents submitted for approval shall demonstrate compliance with:

I. Building design documents: Building and parking deck height standards (paragraph 64-3.I.13);

II. Building design documents: Building material standards (paragraph 64-3.I.14);

III. Building design documents: Frontage standards (paragraph 64-3.I.15);

IV. Building design documents: Signage standards (paragraph 64-3.I.16).

(7) Work in historic districts. All properties located in the DDD and a local historic district shall, in addition to complying with the development standards in 64-3.I.9 through .16, receive a certificate of appropriateness from the architectural review board as required by section 44-76 of the City Code prior to receiving a building permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a building permit and/or undertaking work.

(c) *Planning approval.* Uses in the chart identified by "P" in any column are permitted in that particular district upon approval of their location and site plan by the planning commission as being appropriate with regard to transportation and access, water supply, waste disposal, fire and police protection, and other public facilities; as not causing undue traffic congestion or creating a traffic hazard; and as being in harmony with the orderly and appropriate development of the district in which the use is located. Such uses are also subject to any conditions and limitations imposed by the planning commission.

(d) *Regulating plan amendments.*

(1) Adjustments to the transect sub-district and special district boundaries are limited to the following:

I. Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the planning commission and city council.

II. Reconciliations of transect sub-district require approval by the planning commission and city council.

III. Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the planning commission and city council.

(2) Master plans executed for special district according to paragraph 64-3.I.3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to a regulating plan.

(e) *Variances.*

(1) An applicant may appeal any decision of the planning & zoning department and/or the CRC to the board of zoning adjustment.

(2) An applicant may request a variance from the requirements of section 64-3.I

(3) All applications to the board of zoning adjustment shall be filed pursuant to section 64-8.

5. *Nonconformities.*

(a) *Uses.*

(1) Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

(2) Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

(3) Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

(b) *Structures.*

(1) Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

(2) Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

(3) Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

(c) *Parking lots.* Parking lots in existence as of the effective date of this ordinance shall conform to the requirements of 64-3.I.11(b)3 not later than November 2017. Compliance may be phased with wall or fencing to be installed by November 30, 2017. If the fence and landscaping option is chosen, required landscaping to follow within eighteen (18) months of installation of the fence. Existing evergreen vegetative buffers that accomplish the intent of 64-3.I.11(b)3 are an acceptable alternative, provided they are maintained. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the city projects along said streets adjacent to the property. Location of masking required by this paragraph is subject to line of sight review and approval by traffic engineering. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

6. *Complete demolition permits.*

(a) "Complete demolition," for the purposes of this section, is defined as the razing of one or more structure(s).

(b) Any applicant seeking a permit for complete demolition within the DDD must provide the urban development department with the following minimum information:

(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) If an when the structure has been cited or received a notice of violation of the city code;

(3) Whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC); and if not, why? The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the urban development department.

(8) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

(c) Upon review of the above information, the urban development department may approve or deny the demolition permit based on the following criteria:

(1) Whether the demolition will impair the unique character of the DDD;

(2) Whether there are redevelopment plans for the site;

(3) Whether the redevelopment plans conform to the DDD code;

(4) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(d) Any applicant denied a demolition permit by operation of this Code may appeal to the board of zoning adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of this code presents an unreasonable economic hardship on the owner.

(1) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

(2) In determining whether to grant a waiver under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

(3) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

(e) An owner or authorized representative of an owner appealing to the BZA pursuant to subparagraph 64-3.I.6(d) shall submit by affidavit to the BZA at least the following:

(1) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

7. *Noise restrictions in the DDD.* The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

8. *Site plan: Property standards.*

(a) The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

(1) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

(2) Elements of the built environment within the front setback are subject to all the requirements of paragraphs 64-3.I.13 through .16.

(b) Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

(1) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum. Along the east side of Lawrence Street between Civic Center Drive and Canal Street, the minimum frontage width shall be thirty (30) feet minimum.

(2) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

(3) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

(4) T-6: Fourteen (14) feet minimum, no maximum.

(5) Municipal and Open: No minimum or maximums.

(6) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of this section, may be developed as one (1) property.

(c) Properties may be assembled with planning commission approval according to the following:

(1) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

(d) Setbacks and buildings per lot shall comply with the following standards as set out in table 1:

Table 1: Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot[2]
		Primary Frontage[3]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft. 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	5 ft min. 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	10 ft min.[1] Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	20 ft min. Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	2 max.
	Outbuildings	To rear of the facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.		Unrestricted if fire rating requirements are met		3 max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.	12 ft max.	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1] May match setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.

[2] Structures containing enclosed conditioned space.
[3] Buildings along Government Street may be set back an additional 12 feet beyond the maximum front setback.

Table 2: Use Table

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Industrial	Warehousing & Mini-Storage	-	-	R	R_1	R	R	-	-
	Mixed-use Light Manufacturing Component	-	-	R	R_1	R	R	-	-
	Manufacturing—Light (5,000 sf max, non-toxic)	-	-	R	R_1	R	R	-	-
	Manufacturing—Heavy (over 5000 sf, non-toxic)	-	-	-	-	-	R	-	-
	Processing of Food and Beverage Products	-	-	-	-	-	R	-	-
	Laboratory Facility	-	-	-	R_1	R	R	-	-
	Distribution Facility	-	-	-	-	-	R	-	-
Agricultural	Nursery Stock Growing, Processing & Sales	-	R	R	R_1	R	R	-	-
	Produce Growing, Processing & Sales	-	R	R	R_1	R	R	-	-
Education	Private Educational Facility (Daycare)	R	R	R	R_2	R	R	-	-
	Private Educational Facility (Elementary)	-	R	R	R_2	R	R	-	-
	Private Educational Facility (All Levels)	-	-	R	R	R	R	-	-
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Civic Support continued	Funeral home	-	R	R	R_1	R	R	-	-
	Hospital, medical offices, veterinary medicine, ambulance service	-	R	R	R_1	R	R	-	-
	Mystic society meeting hall	-	R	R	R	R	R	-	-
	Museum	P	R	R	R	R	R	R	R
	Park / Open Space	P	R	R	R	R	R	R	R
	Government Building	P	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)	-	-	R	R_1	R	R	-	-
	Automotive Services—Heavy (over 5000 sf)	-	-	-	-	-	R	-	-
	Parking Structure	-	-	-	R	R	R	R	-
	Gas Station	-	-	P	P	P	P	-	-
Residential	Single-Family Dwelling	R	R	R	R	R	R	-	-
	Two-Family Dwelling	R	R	R	R	R	R	-	-
	Multi-Family Dwelling	-	R	R	R	R	R	-	-
	Accessory Dwelling Unit	R	R	R	-	-	R	-	-
	Senior & Elderly Housing	R	R	R	R	R	R	-	-
	Nursing & Retirement Housing	R_2	R	R	R_2	R	R	-	-
	Boarding Houses & Dormitories	R_1	R	R	R_1	R	R	-	-
	Homeless & Emergency Shelter	-	P	P	P_3	P	P	-	-
	Mixed-use Residential Component	-	R	R	R	R	R	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Lodging	Hotel (no room limit)	-	-	-	R	R	R	-	-
	Inn (up to 20 rooms)	-	R	R	R	R	R	-	-
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R	-	-
Office	Home-office (non-primary use)	R	R	R	R	R	R	-	-
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R	-	-
	Work-live (office up to 80% of building sf.)	-	R	R	R	R	R	-	-
	Mixed-use Office Component	-	R	R	R	R	R	-	-
	Office Building	-	R	R	R	R	R	-	-
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R	-	-
	Work-live (retail up to 80% of building sf.)	-	R	R	R	R	R	-	-
	Mixed-use Retail Component	-	R	R	R	R	R	-	-
	Retail Building	-	R	R	R	R	R	-	-
	Café	-	R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right	-	-	P*	P*	R	R	-	-
	Drive-thru Retail	-	P	P	P	P	P	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
NOTE: None of the above permitted uses include an "Adult Entertainment Enterprise" as defined in 64.2 NOTE 1: Uses not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west. NOTE 2: Uses require Planning Approval on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west. NOTE 3: Homeless Shelter use not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.								

KEY

R Permitted By-Right

P Planning Approval

9. *Site plan: Property use restrictions.*

   (a) Property use is limited according to table 2.

   (b) Parking, except structured parking, is subordinate to uses permitted under this ordinance and shall not be used as a primary use on a property.

10. *Site plan: Building placement standards.*

   (a) Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

   (b) The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to table 1. Where multiple buildings occupy a single property a principal building shall be designated.

   (c) Buildings shall be set back from the boundaries of their properties according to Table 1. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table 1 standards.

   (d) The facade shall be parallel to the primary front property line. The primary entrance shall be through the facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

11. *Site plan: Parking standards.*

   (a) *Required vehicular parking.*

(1) Vehicular parking is not required in T-3, T-4, T-5, SD-WH, Municipal or Open sub-districts, or for structures existing before the date of the adoption of this form-based code.

(2) Within T-6 parking shall be provided for all new construction at the following minimum rates:

I. Office: Three (3) spaces per one thousand (1,000) square feet.

II. Lodging: One (1) space per bedroom.

III. Residential: One (1) space per unit.

IV. Retail: no required parking.

V. Restaurant and café: no required parking.

(3) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(4) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand five hundred (1,500) feet of the property.

(b) *Vehicular parking design requirements.*

(1) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(2) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(3) For parking lots along frontages, one (1) of the following masking options is required:

I. Liner buildings may be used to mask parking lots.

II. A hedge, evergreen vines, other evergreen planting materials, combined with a metal fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

III. When parking lots are surfaced with crushed stone, brick, rolled concrete pavers, or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(4) For parking structures along frontages, in all sub-districts where allowed, one (1) of the following masking options is required:

I. Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

II. Within B-street frontages, a hedge, evergreen vines, or other evergreen planting materials combined with a metal fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of

three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

(5) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(6) Parking lot accessory structures.

I. Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

(c) *Vehicular parking access.*

(1) Parking shall be accessed from the secondary frontage where available.

(2) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

I. T-3 & T-4: Forty-two (42) feet minimum.

II. T-5: Fifty-four (54) feet minimum.

III. T-6: Seventy-two (72) feet minimum.

IV. SD-WH: Fifty-four (54) feet minimum.

(3) Driveways are limited in width as follows:

I. T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

II. T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where the width may be thirty-six (36) feet in width within the frontage.

(4) Crushed stone surfaces shall be limited to driveways.

(5) Curb-cut standards and limits.

I. Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

II. The number of curb-cuts is limited as follows:

i. T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where there may be up to two (2) curb cuts per lot.

(d) *Bicycle parking.*

(1) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

I. Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

II. Bicycle racks shall not be located within the following areas:

i. Within five (5) feet of fire hydrants.

ii. Within four (4) feet of loading zones and bus stop markers.

iii. Within three (3) feet of driveways and manholes.

iv. Within two (2) feet of utility meters and tree boxes.

v. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

vi. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow 1 foot of setback between a fifty-six-centimeter bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

vii. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

viii. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

12. *Site plan: Garbage collection standards.*

(a) Garbage containers may only be placed on the sidewalk with the following restrictions:

(1) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(2) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

(b) Dumpsters.

(1) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(2) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(3) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in 64-3.I.14, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(4) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(5) The floor or pad of the dumpster enclosure must be equipped with a connection to the sanitary sewer, and any discharge or runoff from the enclosure shall not be allowed to drain into any storm water drain, as required by the city engineering department, or an alternative, approved by the city engineer, that does not allow leakage of contaminants.

(6) Construction dumpsters, used for construction projects, are exempt from this paragraph.

13. *Building specification: Building and parking deck height standards.*

(a) Building height is measured in stories for each above-ground level according to the following:

(1) Stories are measured from finished floor to finished ceiling.

(2) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

(3) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

(4) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts and thirty-five (35) feet in SD-WH is counted as multiple stories.

(5) Unfinished attics are not included in building height measurement.

(6) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(7) For free-standing parking structures, building height is measured in feet.

(b) Building height is limited to the following maximum heights:

(1) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where the maximum height shall be three (3) stories, and in T-4,

(2) Three (3) stories in T-5.1,

(3) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories, and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories.

(4) Six (6) stories in SD-WH.

(5) In Municipal and Open sub-districts, height is limited to four (4) stories.

(6) There are no building height restrictions in T-6.

(7) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(c) Parking deck height is limited to the following maximum heights:

(1) Thirty-four (34) feet in T-5.1,

(2) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, SD-WH and Municipal,

(3) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, T-6, and

(4) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached building(s).

(d) Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

(e) Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

14. *Building specification: Building materials standards.*

(a) Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment, and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

(b) All openings, including but not limited to porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

(c) Exterior finish.

(1) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.

(2) Exterior finish in T-3, T-4, T-5, and T-6, Municipal, and Open sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

(d) Roofs.

(1) Roofing materials in T-3, T-4, T-5, and T-6 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp, and shingles including: asphalt, fiberglass, cement fiber, wood, or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In Municipal and Open sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) The following roofing materials are prohibited in all sub-districts except for Municipal, and Open sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(3) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

(e) Foundations.

(1) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, gallery and shopfront.

(2) Foundations of new additions may match those of the existing building.

(3) Raised foundations in T-3, T-4, T-5 and T-6 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Lattice, if used in T-3, T-4, T-5 and T-6 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(5) Any solid infill in T-3, T-4, T-5 and T-6 sub-districts between the piers should be recessed.

(6) Foundations in T-3, T-4, T-5 and T-6 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco.

(7) The following foundation materials are prohibited in T-3, T-4, T-5 and T-6 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(f) Fences.

(1) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(2) A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH.

(3) Unimproved lots may have fences with a maximum height of six (6) feet along any property line.

(4) Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in (5) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) Prohibited fence materials.

I. Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

II. Chain link fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

(g) Transparency.

(1) The use of reflective glass is prohibited along public frontages within the first six (6) stories from the ground level.

(2) Tinted glass may be allowed as follows:

I. A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(3) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in section 64-3.I.15.

(4) Security bars on windows or doors shall not be visible from the street.

15. *Building specification: Frontage standards.*

(a) *Frontages general.*

(1) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

I. The building facade;

II. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;

III. Any front yard landscape elements between the building facade and the public street or space.

(2) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

I. Streetscreens shall be between four (4) and eight (8) feet in height.

II. Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

III. Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

IV. Streetscreens are not considered fences for the purposes of the regulations of this section.

(3) Frontages are divided into the following types: lawn, terrace, stoop, common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront.

(4) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(5) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti, and St. Joseph Streets shown on Plate B, "Regulating Plan—Street Hierarchy." All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(6) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(7) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(8) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

I. At secondary frontages towards the rear of the property.

II. At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

III. At all frontages within SD-WH.

(9) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see section 17-26(e)(3)).

(b) *Encroachments general.*

(1) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the city engineer.

(2) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the city engineer and a right-of-way use agreement. The right-of-way permit and the right-of-way use agreement may require procurement and maintenance of general liability insurance naming the city as an additional insured.

Awnings and canopies shall not be considered permanent structures and do not require a permit from the city engineer.

(c) *Frontage standards for additions to existing buildings.*

(1) Additions to existing buildings in general.

I. Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

II. Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

III. New addition encroachments into the front setback are permitted as follows:

i. Porches, stairs, stoops, and ramps may encroach into the front setback as follows:

a. Up to fifty (50) percent of the front setback depth in T-3 and one hundred (100) percent in all other sub-districts.

b. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(2) Additions to existing buildings in T-3 sub-districts.

I. The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. Shopfronts and galleries are prohibited in T-3.

(3) Additions to existing buildings in T-4 sub-districts.

I. The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. Shopfronts maybe permitted in T-4. Galleries are prohibited.

(4) Additions to existing buildings in T-5 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-5.2.

IV. Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

V. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VI. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

VII. Shopfronts and galleries are permitted in T-5.

(5) Additions to existing buildings in T-6 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-6.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in T-6.

(6) Additions to existing buildings in SD-WH sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. An iron fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of six feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(7) Additions to existing buildings in Municipal and Open sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table 3.

Table 3: Frontage Type Summary

Frontage Type	Transect sub-districts							
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	Municipal	Open
Lawn	□	□	-	-	-	□	□	□
Terrace	□	□	□	□	-	□	□	□
Stoop	-	□	□	□	□	□	□	□
Common Entry	-	□	□	□	-	□	□	□
Pedestrian Forecourt	-	-	□	□	□	□	□	□
Vehicular Forecourt	-	-	-	-	□	□	□	□
Gallery	-	-	□	□	□	-	□	□
Shopfront	-	□	□	□	□	□	□	□
Key: - Prohibited □ Permitted								

(d) *Frontage standards for new construction.*

(1) New construction frontage type: Lawn (not permitted in T-5.1, T-5.2 or T-6).

I. General characteristics: The facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

II. The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Encroachments into the front setback are permitted as follows:

i. Porches, stairs, and ramps may encroach into the front setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

ii. Bay windows, roof overhangs, cornices, window and door surrounds and other facade decorations may encroach into the front setback up to two (2) feet.

iii. Stoops may encroach into the front setback up to four (4) feet.

iv. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. Fences may be permitted as follows:

i. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

ii. A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, Municipal and Open sub-districts.

iii. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron.

V. Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

VI. Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) New construction frontage type: Terrace (not permitted in T-6).

I. General characteristics: The facade is set back from the front property line by an elevated patio.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A raised terrace is required as follows:

i. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front setback for one hundred (100) percent of the width of the facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

ii. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may be paved or landscaped.

IV. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

V. Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

VI. In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

VII. In T-5, SD-WH, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(3) New construction frontage type: Stoop (not permitted in T-3).

I. General characteristics: The facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A stoop is required as follows:

i. A masonry stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front setback at the primary entrance. Additional stoops may be located at secondary entrances.

ii. Stoops shall be between four (4) and six (6) feet deep.

iii. Stoops may be recessed into the building facade as an alternative to encroaching into the setback.

iv. Stairs providing access to a porch or stoop may encroach up to the property line.

v. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. An iron fence with or without masonry piers is permitted at the front property line in T-4.

V. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(4) New construction frontage type: Common entry (not permitted in T-3 or T-6).

I. General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

II. The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

IV. Stairs providing access to entrances may encroach up to the property line.

V. An iron fence with or without masonry piers is allowed at the front property line in T-4.

VI. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VIII. Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(5) New construction frontage type: Pedestrian forecourt (not permitted in T-3 or T-4).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

b. Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

IV. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

V. Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

VI. Pedestrian forecourt frontages may include all elements of a gallery frontage except within the entry courtyard.

(6) New construction frontage type: Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access.

II. Courtyards shall recess no more than fifty (50) percent of the building facade.

III. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

IV. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

V. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

b. Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a porte-cochere in which case the maximum depth is thirty (30) feet.

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(7) New construction frontage type: Gallery (not permitted in T-3, T-4, SD-WH).

I. General characteristics: The facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A gallery is required as follows:

i. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

ii. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

iii. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the facade without gaps.

IV. Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

i. Columns shall be centered on the spandrel beam.

ii. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

iii. Columns shall have a base, shaft and capital.

iv. Columns shall be located a minimum of seven (7) feet from the facade.

V. Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

i. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

ii. Gallery deck structure shall be exposed.

iii. Gallery decks shall be located above the top of transom windows.

VI. Galleries in applicable Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VII. Upper story railings shall be painted metal.

VIII. Upper story columns and railing posts shall align with columns below.

IX. Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the gallery.

X. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

XI. Gallery frontages may include all elements of a shopfront frontage.



Illustration 4: Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(8) New construction frontage type: Shopfront (not permitted in T-3).

I. General characteristics: The building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

i. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in illustration 4.

ii. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

iii. Transom windows shall have dividing muntins and be free of signage.

iv. Shopfront sign(s) shall be installed above transom windows.

v. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

IV. Shopfronts are subject to the following glazing and coverage requirements:

i. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

ii. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

iii. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

iv. Entries may be recessed from the facade up to eight (8) feet in depth.

V. Ground floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

VI. Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

16. *Building requirements: Signage standards.*

(a) *General requirements.*

(1) Installation of signs must be permitted as specified in section 64-11 (11).

(2) Signage may be permitted according to table 5, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

(3) Parking lots throughout the district may install one (1) parking sign.

(4) Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

(5) One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

(6) Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

(7) Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight-foot clearance above adjacent grade.

(8) All signage permitted in this section except for yard signs may encroach into the right-of-way.

(9) Painted murals may be permitted along secondary frontages and walls internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

(10) Banners that comply with section 64-11 of the City Code, as amended are permitted.

(b) *Neon and LED signs.*

(1) Non-animated neon and LED signs are allowed inside storefront windows.

(2) The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(3) The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(c) *Upper building signs.*

(1) A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate facades on buildings more than ten (10) stories high.

(2) Upper building signs are limited to the following:

I. The identification of the building or the name of one (1) tenant of the building;

II. A maximum of eighty (80) percent of the width of the building wall upon which it is placed;

III. A maximum of one (1) horizontal or vertical line of letters or symbols;

IV. A maximum font size of eight (8) feet in any dimension;

V. A maximum logo or emblem size of ten (10) feet in any dimension.

(d) *Abandonments.*

(1) An abandoned sign must be removed within ninety (90) days from the date official notice is given by the inspection services department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

(e) *Residential uses, home offices and live-works in T-3 and T-4.*

(1) Signage shall not be illuminated.

(2) Home business signage may be permitted in accordance with illustration 6, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table 5: Signage Standards

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
1. Sandwich board	1 per business, shall be removed outside of business hours	Maximum 2 ft. wide and 3 ft. tall. Sandwich board shall not reduce pedestrian passage width to less than 4 ft.	No restrictions	T-4, T-5, T-6, SD-WH
2. Diagonal corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3 feet tall by building length, except for buildings facing South Claiborne Street between Civic Center Drive and Canal Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH
9. Painted wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
10. Yard blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH
12. Wall plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, SD-WH
13. Wayfinding	May be located on right-of-way or private property; 1 per block or site	Maximum 5 ft. tall; maximum 20 sq. ft. of signage per face, maximum total of 50 sq. ft. of signage on all faces	No restrictions	Allowed on A streets in T-4, T-5, T-6, SD-WH
14. Monument	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No restrictions	Allowed in T-4, T-5, SD-WH
15. Free-standing/pole	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No restrictions	Allowed in T-4, T-5, SD-WH

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No restrictions	Allowed in T-4, T-5, T-6, SD-WH
17. Parking lot identification signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No restrictions	Allowed in T-4, T-5, T-6, SD-WH

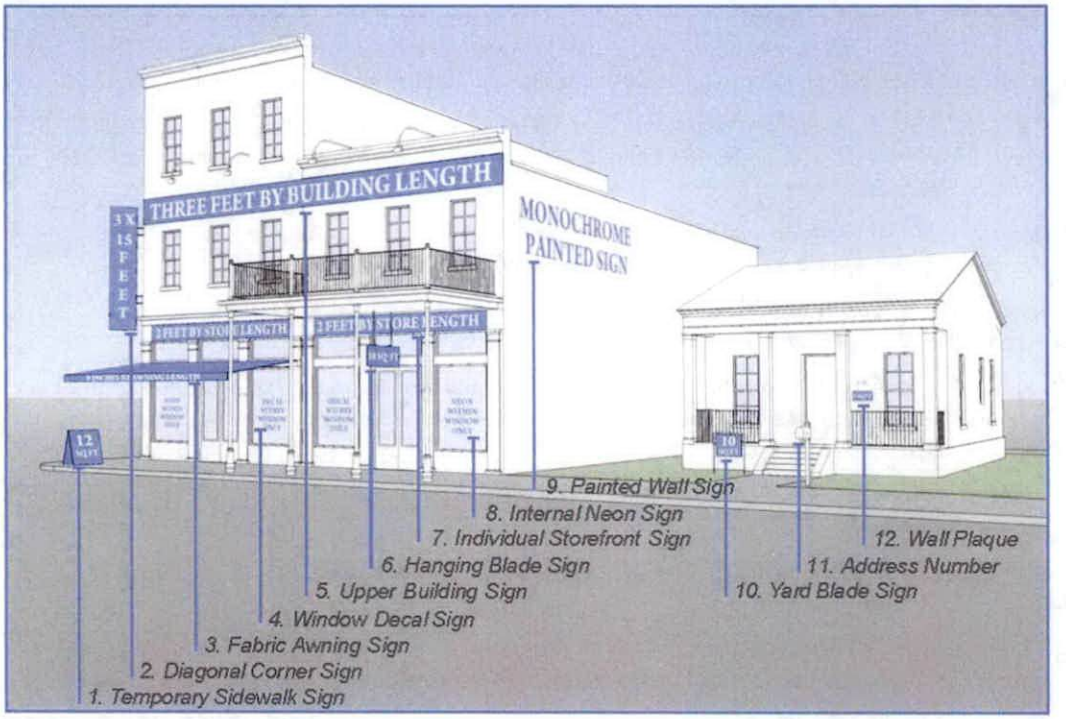
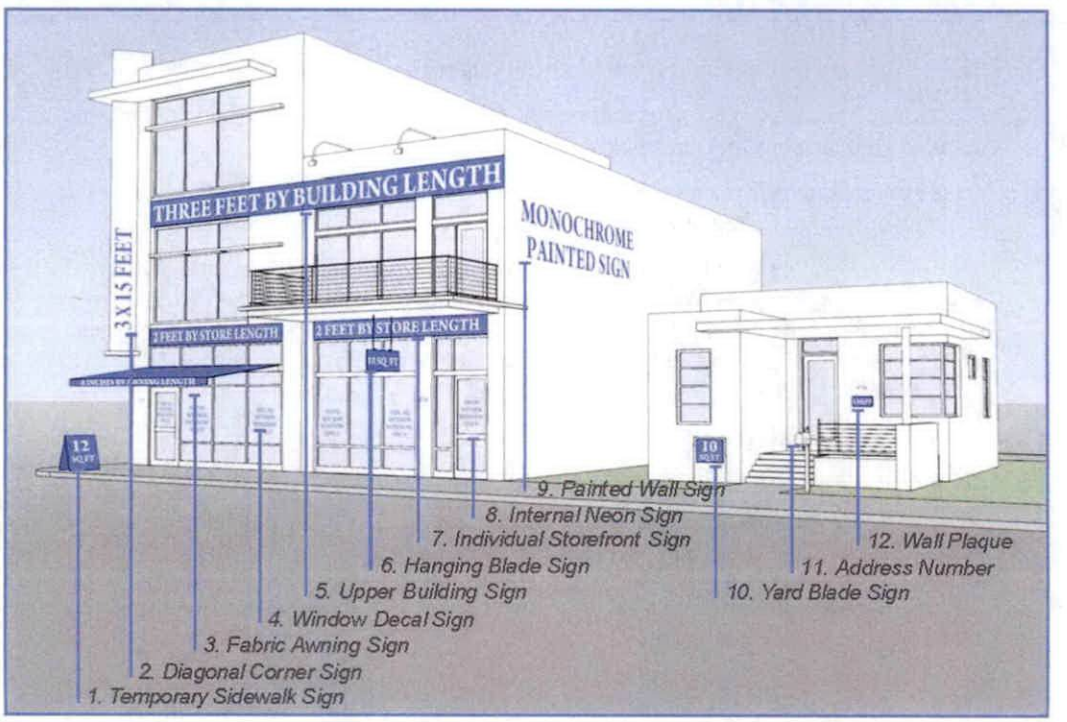


Illustration 6: Signage Placement



The illustration above demonstrates the regulations of this Code as they apply to typical structures in T-5.

17. *Definitions*. Paragraph 64-3.I.17 provides definitions for terms in this section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then the planning & zoning department shall determine the correct definition.

A-streets: those thoroughfares that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street."

Accessory dwelling unit: An apartment not greater than six hundred (600) square feet sharing ownership with a principal building; it may or may not be within an outbuilding.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A private frontage principally for retail use wherein the facade is an arched colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable fabric shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafes.

B-streets: those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian-supportive qualities, may meet a standard lower than that of A-streets. See "A-street."

Balconies: A platform projecting from an upper-story door that is enclosed with a balustrade and not supported by columns.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater, or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall. See Illustration 6.

Brew pub: An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, chapter 4A of the Code of Ala. 1975, which qualifications include but are not necessarily limited to the requirements that such brewpub must contain and operate a restaurant with a seating capacity of not less than eighty (80), and that the beer shall be sold at retail for on premises consumption only.

Building height: The vertical extent of a building measured in stories.

Building placement: The placement of a building on its property.

By right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater, or entertainment venue with less than one hundred-person occupancy load.

Canopy: A fixed metal or wood shading structure, cantilevered or otherwise entirely supported from a building, used for decoration or to protect outdoor spaces from sun, rain, and other natural conditions.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic parking reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil support: Private and non-profit functions that provide essential supports to the municipality.

Commercial: The term collectively defining workplace, office, retail, and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage, and height.

Corner property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A permeable wall, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. A fence may be of chain link only in limited conditions along side and rear yards and never in frontages.

Forecourt: A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure (also referred to as pole signs).

Front setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments. Front setbacks are required on both primary and secondary frontages. See "primary frontage and secondary frontage."

Frontage: Both the public and private area extending from the building façade to the edge of the street pavement. Frontage is divided into private frontage and public frontage.

Frontage buildout: The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line: A property line bordering a public frontage or thoroughfare.

Gallery: A frontage type wherein the facade is aligned close to the frontage line with an attached cantilevered balcony or lightweight colonnade overlapping the sidewalk.

Hedge: A foliated boundary formed by bushes, shrubs, or climbing vines spaced less than three (3) feet apart.

Home office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs.

Liner building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging: A building use available for daily and weekly renting of bedrooms. Lodging uses include hotels, rooming houses, inns and bed & breakfast inns.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile historic development commission or *MHDC:* The city historic development commission established by chapter 44 of the Mobile City Code.

Monument sign: A monolithic at grade sign independent from any building or structure.

Mural: Any piece of artwork painted, tiled or otherwise applied directly on an exterior wall.

Net property area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: An open air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Portable retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building: The main building on a property, usually located toward the frontage.

Principal entrance: The main point of access for pedestrians into a building.

Primary frontage: The private frontage designated to bear the address, principal entrance of the building, and the measure of minimum property width. See "frontage."

Private frontage: The privately held layer between the frontage line and the required setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property line: The boundary that legally and geometrically demarcates a property.

Property width: The length of the principal frontage line of a property.

Public frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating plan: A zoning map or set of maps that show the zoning districts, transect sub-districts, municipal districts, special districts, special requirements, noise districts, and frontage assignments of areas subject to, or potentially subject to, regulation by this section.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary frontage: A private frontage that is not the principal frontage.

Setback: The area of a property measured from the property line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments.

Service area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD): An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this section.

Stoop: An exterior stair and landing at the building entrance. Stoops may be covered by a roof structure supported by columns or wall brackets.

Story: A habitable level within a building by which height is measured, excluding an attic or raised basement.

Streetscreen: A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

This section: Refers to section 3 "Districts" of chapter 64 "Zoning" of the City of Mobile Code.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted, and are generally of a cohesive design for specific areas or types. Wayfinding signs may be mounted on utility poles. Wayfinding signs are not advertisements for individual businesses.

Chapter 64 Unified Development Code

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Appendix A Downtown Development District

Section 1 Authority and Intent

A. Purpose. This Appendix is zoning code for the Downtown Development District ("DDD") as defined herein. The new code may be known as and referred to as the "DDD Code."

B. Authorization. The City Council adopted the DDD code pursuant to the authority of Alabama Code § § 11-52-70–11-52-84 (1975).

C. Intent. The DDD Code is intended to:

1. Implement the purposes and objectives of the City's Comprehensive Plan, including the New Plan for Mobile;

2. Guide the siting, form and use of private property and buildings to support walkability, safe streets and safe public spaces;

3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

4. Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the City's historic downtown.

Section 2 Applicability

A. Generally. The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

B. Geography. The DDD code applies to all properties located within the DDD as depicted on the adopted Zoning Map.

C. Terms used throughout the DDD Code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions in this Appendix and definitions in the existing local codes, the definitions in this Appendix take precedence.

D. The definitions contain regulatory language that is integral to the DDD Code

Section 3 Establishment of Sub-Districts

A. Sub-Districts. The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

1. T-6: a mixed-use district of high intensity.
2. T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.
3. T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.
4. T-3: a low-density residential district.
5. SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.
6. Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as Plazas or parks.
7. Open: a district for sites dedicated to public open spaces, such as Plazas or parks.
8. SD: all special districts except SD-WH require a master plan be completed in coordination with the Department. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the Planning Commission and the City Council.

B. Transect sub-districts and special districts. The transect sub-districts and special district boundaries are as shown on the DDD regulating plan as depicted on the adopted Zoning Map. Unless

otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

C. T-5 sub-districts. Regulations of this Appendix pertaining to T-5 apply to all sub-districts of T-5.

D. Planned Developments are not applicable within the DDD. Planned Developments as set forth in Article 2 of Chapter 64 of the City Code, are not applicable within the DDD.

Section 4 Administration, Instruction, Amendments and Variances

A. Administration

1. The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

   (a) The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

   (1) Landscaping and tree requirements;

   (2) Dimensional adjustments that do not constitute an increase or decrease of more than fifteen (15) percent for the following design elements: awnings, balconies, canopies, galleries, Stoops, terraces and signage.

   (3) Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

   (4) Transparency requirements for windows may be reduced up to

five (5) percent of the minimum percentage required.

(b) The CRC is not authorized to approve dimensional adjustments for lot size, setbacks or building heights.

B. Instructions

1. This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

2. Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

3. All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

4. This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than three (3) stories.

5. Site Plans submitted for approval shall comply with:

(a) Nonconformities, if any see Section 5 below;

(b) Property use restrictions, see Table A-8.1 Use Table

(c) Property standards see Appendix ASection 9A;

(d) Building placement standards see Appendix ASection 9B;

(e) Parking standards see Appendix ASection 9C;

(f) Garbage collection standards see Appendix ASection 9D.

6. Building design documents submitted for approval shall demonstrate compliance with:

(a) Building and parking deck height standards, see Appendix ASection 10A;

(b) Building material standards see Appendix ASection 10B;

(c) Building frontage standards see Appendix ASection 10C;

(d) Signage standards see Appendix ASection 11.

7. Work in Historic Districts. All properties located in the DDD and a local Historic District shall, in addition to complying with the development and use standards of this Appendix, receive a Certificate of Appropriateness from the Architectural Review Board as required by Chapter 44-76 of the City Code prior to receiving a Building Permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a Building Permit and/or undertaking work.

C. Conditional Use Permit. Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures).

Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.

D. Special Exception. Uses in the chart identified by "S" in any column are permitted in that particular district upon approval of a Special Exception by the Board of Adjustment, according to the criteria listed in this Appendix and Chapter 64, Articles 5 and 10. Such uses are also subject to any conditions and limitations imposed by the Board of Adjustment.

E. Regulating Plan amendments

1. Adjustments to the transect sub-district and special district boundaries are limited to the following:

   (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.

   (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.

   (c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

2. Master plans executed for Special District according to Appendix ASection 3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to the Regulating Plan.

3. Amendments to a Regulating Plan shall follow the Procedures and Submittal Requirements of Chapter 64, Articles 5 and 10.

F. Variances

1. An applicant may appeal any decision of the Department and/or the CRC to the Board of Adjustment.

2. An applicant may request a variance from the requirements of this Appendix.

3. All applications to the Board of Adjustment shall be filed pursuant to Articles 5 and 10 of the UDC.

Section 5 Nonconformities

A. Uses

1. Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

2. Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

3. Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

B. Structures

1. Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

2. Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of

any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

3. Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

C. Parking lots

1. Parking lots in existence as of the effective date of the original adoption of the Downtown Development District (May 13, 2014) were required to provide complaint screening and masking of parking lots no later than May 31, 2018.

2. Parking lots shall conform to the requirements Appendix ASection 9C.2(c) .

3. Existing evergreen vegetative buffers that accomplish the intent Appendix ASection 9C.2(c) are an acceptable alternative, provided they are maintained.

4. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the City projects along said streets adjacent to the property.

5. Location of required masking is subject to line of sight review and approval by Traffic Engineering.

6. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

Section 6 Complete Demolition Permits

A. Permit

1. Any applicant seeking a permit for complete demolition within the DDD must provide the Department with the following minimum information:

   (a) The date the owner acquired the property, purchase price and condition on date of acquisition;

   (b) If and when the structure has been cited or received a notice of violation of the City Code;

   (c) Documentation whether the owner has complied with or attempted to bring the building into compliance with the City's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

   (d) Whether the property has been listed for sale, prices asked and offers received, if any;

   (e) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

   (f) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

   (g) Any such other information as may reasonably be required by the Department.

   (h) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and

structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

2. Department Review. Upon review of the above information, the Department may approve or deny the demolition permit based on the following criteria:

   (a) Whether the demolition will impair the unique character of the DDD;

   (b) Whether there are redevelopment plans for the site;

   (c) Whether the redevelopment plans conform to the DDD code;

   (d) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

3. Administrative Appeal. Any applicant denied a demolition permit by operation of this Code may file an Administrative Appeal in accordance with Chapter 64, Articles 5 and 10, to the Board of Adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of the DDD Code presents an unreasonable economic hardship on the owner.

   (a) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

   (b) In determining whether to grant an Administrative Appeal under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the

surrounding built environment in question.

(c) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. An owner or authorized representative of an owner appealing to the BZA shall submit by affidavit to the BZA at least the following:

(a) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(b) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

Section 7 Noise Restrictions in the DDD

A. Applicability. The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

Section 8 Use Table

A. Property use restrictions

1. Property use is limited according to Table A-8.2 Use Table.

2. Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.

Table A-8.2 Use Table

Use Category	Use Sub-Category	Transect Sub and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Muni	Open
				.1	.2				
Industrial	Warehousing & Mini-Storage			R	R_4	R	R		
	Mixed-use Light Manufacturing Component			R	R_4	R	R		
	Manufacturing-Light (5,000 sf max, non-toxic)			R	R_4	R	R		
	Manufacturing-Heavy (over 5000 sf, non-toxic)						R		
	Processing of Food and Beverage Products						R		
	Laboratory Facility				R_4	R	R		
	Distribution Facility						R		
Utilities	Minor	R	R	R	R	R	R		
	Intermediate	S	S	R	R	R	R		
	Major				C	C	C		
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R_4	R	R		
	Produce Growing, Processing & Sales		R	R	R_4	R	R		
Education	Private Educational Facility (Daycare)	R	R	R	R_5	R	R		
	Private Educational Facility (Elementary)		R	R	R_5	R	R		
	Private Educational Facility (All Levels)			R	R	R	R		
Civic Support	Religious institution (including educational)	R	R	R	R	R	R		
	Funeral home		R	R	R_4	R	R		
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R_4	R	R		
	Mystic society meeting hall		R	R	R	R	R		
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services-Light (5,000 sf max)			R	R_4	R	R		
	Automotive Services-Heavy (over 5000 sf)						R		
	Parking Structure				R	R	R	R	
	Gas Station			S	S	S	S		
Residential	Single-Family Dwelling	R	R	R	R	R	R		
	Two-Family Dwelling	R	R	R	R	R	R		
	Multi-Family Dwelling		R	R	R	R	R		

Use Category	Use Sub-Category	Transect Sub and Special Districts							
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	Muni	Open
	Accessory Dwelling Unit	R	R	R			R		
	Senior & Elderly Housing	R	R	R	R	R	R		
	Nursing & Retirement Housing	R_5	R	R	R_5	R	R		
	Boarding Houses & Dormitories	R_4	R	R	R_4	R	R		
	Homeless & Emergency Shelter		S	S	S_6	S	S		
	Mixed-use Residential Component		R	R	R	R	R		
Lodging	Hotel (no room limit)				R	R	R		
	Inn (up to 20 rooms)		R	R	R	R	R		
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R		
	Short-Term Rentals	R	R	R	R	R	R		
Office	Home-office (non-primary use)	R	R	R	R	R	R		
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R		
	Work-live (office up to 80% of building sf.)		R	R	R	R	R		
	Mixed-use Office Component		R	R	R	R	R		
	Office Building		R	R	R	R	R		
Communications Facilities	Class 1 (*See Note 3*)	R	R	R	R	R	R	R	R
	Class 2 and 3 (*See Note 3*)	S	S	S	S	S	R	S	S
	Class 4 (*See Note 3*)			S	S	S	S	S	S
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R		
	Work-live (retail up to 80% of building sf.)		R	R	R	R	R		
	Mixed-use Retail Component		R	R	R	R	R		
	Retail Building		R	R	R	R	R		
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right			S*	S*	R	R		
	Drive-Thru Retail		S	S	S	S	S		

Use Category	Use Sub-Category	Transect Sub and Special Districts						
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	Muni	Open
Note 1: Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.									
Note 2: None of the above permitted uses include an "Adult entertainment Enterprise" as defined in Chapter 64, Article 4.									
Note 3: Must meet all criteria and requirements set forth in Chapter 64, Article 4.									
Note 4: Uses not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									
Note 5: Uses require a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									
Note 6: Homeless Shelter use not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									

R – By Right
S – By Special Exception
C – By Conditional Use Permit

Section 9 Site Plan Standards

A. Property Standards

1. Frontage. The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

   (a) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

   (b) Elements of the built environment within the front Setback are subject to all the requirements of Appendix A Section 10 C below.

2. Property Width Restrictions. Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

   (a) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum. Along the east side of Lawrence Street between Civic Center Drive and Canal Street, the minimum frontage width shall be thirty (30) feet minimum.

   (b) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

   (c) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

   (d) T-6: Fourteen (14) feet minimum, no maximum.

   (e) Municipal and Open: No minimum or maximums.

   (f) In any sub-district, a property that exceeds the maximum property

size as set forth above and existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014), may be developed as one (1) property.

3. Property Assembly. Properties may be assembled with Planning Commission approval according to the following:

   (a) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

4. Setbacks and Number of Buildings per lot. The Setback and number of buildings per lot shall comply with the following standards as set out in Table A-9.1 Site Configuration:

Table A-9.1 Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot Enclosed conditioned space
		Primary Frontage[2]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft–18 ft[1] ;12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	5 ft min. ; 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	10 ft min[1] ; Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	20 ft min. ; Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	2 max
	Outbuildings	To rear of the Facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.[1]		Unrestricted if fire rating requirements are met		3 max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.[1]	12 ft max.	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1]May match Setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.
[2]Buildings along Government Street may be set back an additional 12 feet beyond the maximum front Setback.

B. Building Placement Standards

1. Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

2. The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to Table A-9.1 Site Configuration. Where multiple buildings occupy a single property a principal building shall be designated.

3. Buildings shall be set back from the boundaries of their properties according to Table A-9.1 Site Configuration. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table A-9.1 Site Configuration standards.

4. The Facade shall be parallel to the primary front property line. The primary entrance shall be through the Facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

C. Parking standards

1. Required vehicular parking.

   (a) Vehicular parking is not required in T-3, T-4, T-5 and SD-WH, Municipal or Open sub-districts, or for structures existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014).

   (b) Within T-6, parking shall be provided for all new construction at the

following minimum rates:

(1) Office: Three (3) spaces per one thousand (1,000) square feet.

(2) Lodging: One (1) space per bedroom.

(3) Residential: One (1) space per unit.

(4) Retail: no required parking.

(5) Restaurant and café: no required parking.

(c) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(d) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand, five hundred (1,500) feet of the property.

2. Vehicular parking design requirements.

(a) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(b) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(c) For parking lots along frontages, one (1) of the following masking options is required:

(1) Liner buildings may be used to mask parking lots.

(2) A hedge, evergreen vines, other evergreen planting materials, combined with a metal Fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots.

Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(3) When parking lots are surfaced with crushed stone, brick, rolled concrete pavers or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(d) For parking structures along frontages, one (1) of the following masking options is required:

(1) Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

(2) Within B-street frontages, a hedge, evergreen vines or other evergreen planting materials combined with a metal Fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(e) One interior heritage tree shall be planted for every fifteen (15)

spaces for parking lots over fifty (50) spaces.

(f) Parking lot accessory structures.

(1) Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

3. Vehicular parking access.

(a) Parking shall be accessed from the secondary frontage where available.

(b) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

(1) T-3 & T-4: Forty-two (42) feet minimum.

(2) T-5: Fifty-four (54) feet minimum.

(3) T-6: Seventy-two (72) feet minimum.

(4) SD-WH: Fifty-four (54) feet minimum.

(c) Driveways are limited in width as follows:

(1) T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

(2) T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where the width

may be thirty-six (36) feet in width within the frontage.

(d) Crushed stone surfaces shall be limited to driveways.

(e) Curb-cut standards and limits.

(1) Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

(2) The number of curb-cuts is limited as follows:

(3) T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where they may be up to two (2) curb cuts per lot.

4. Bicycle parking.

(a) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

(1) Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

(2) Bicycle racks shall not be located within the following areas:

a. Within five (5) feet of fire hydrants.

b. Within four (4) feet of loading zones and bus stop markers.

c. Within three (3) feet of driveways and manholes.

d. Within two (2) feet of utility meters and tree boxes.

e. Sidewalks where the distance from the face of the curb to

the property line is less than seven (7) feet.

f. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow one (1) foot of distance between a bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

g. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

h. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

D. Garbage Collection Standards.

1. Garbage containers may only be placed on the sidewalk with the following restrictions:

   (a) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

   (b) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

2. Dumpsters.

   (a) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

   (b) Waste removal of a dumpster by a sanitation truck shall take place

entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(c) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in Appendix A Section 10 B below, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(d) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(e) Construction dumpsters, used for construction projects, are exempt from this paragraph.

Section 10 Building Specifications

A. Building Specifications and Parking Deck Height Standards

1. Building height is measured in stories for each above-ground level according to the following:

   (a) Stories are measured from finished floor to finished ceiling.

   (b) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

   (c) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

   (d) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, and thirty-five (35) feet in SD-WH is counted as multiple stories.

   (e) Unfinished attics are not included in building height measurement.

   (f) Height may be increased to match structures on contiguous lots within the same transect sub-district.

   (g) For free-standing parking structures, building height is measured in feet.

2. Building height is limited to the following maximum heights:

   (a) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where

the maximum height shall be three (3) stories, and in T-4,

(b) Three (3) stories in T-5.1,

(c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories; and

(d) Six (6) stories in SD-WH.

(e) In Municipal and Open sub-districts, height is limited to four (4) stories.

(f) There are no building height restrictions in T-6.

(g) Height may be increased to match structures on contiguous lots within the same transect sub-district.

3. Parking deck height is limited to the following maximum heights:

(a) Thirty-four (34) feet in T-5.1,

(b) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, and SD-WH and Municipal, and

(c) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street and in T-6.

(d) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached

building(s).

4. Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

5. Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

B. Building Materials Standards

1. Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

2. All openings, including but not limited to Porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

3. Exterior finish.

   (a) Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

   (b) Exterior finish in T-3, T-4, T-5 and T-6, Municipal, and Open sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

4. Roofs.

   (a) Roofing material in T-3, T-4, T-5 and T-6 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp and shingles

including: asphalt, fiberglass, cement fiber, wood or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In Municipal and Open sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) The following roofing materials are prohibited in all sub-districts except for Municipal and Open sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(c) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

5. Foundations.

(a) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, Gallery and Shopfront.

(b) Foundations of new additions may match those of the existing building.

(c) Raised foundations in T-3, T-4, T-5 and T-6 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review

Board, which may limit size, design and material choices).

(d) Lattice, if used in T-3, T-4, T-5 and T-6 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(e) Any solid infill in T-3, T-4, T-5 and T-6 sub-districts between the piers should be recessed.

(f) Foundations in T-3, T-4, T-5 and T-6 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) The following foundation materials are prohibited in T-3, T-4, T-5 and T-6 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

6. Fences and Walls.

(a) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(b) A Fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height

of eight (8) feet (up to ten (10) feet may be approved in SD-WH).

(c) Unimproved lots may have Fences with a maximum height of six (6) feet along any property line.

(d) Materials.

(1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel or aluminum that appears to be iron.

(2) Walls shall be made of brick, stone or stucco over masonry.

(3) In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in (e) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Fence and wall material may be allowed in combination as approved by the CRC and ARB as applicable.

(e) Prohibited Fence materials.

(1) Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(2) Chain-link Fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

7. Transparency.

(a) The use of Reflective Glass is prohibited along public frontages within the first six (6) stories from the ground level. Tinted Glass may be allowed as follows:

(1) A minimum visible transmittance rating of .78 for all glass on

the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(b) All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

(c) Security bars on windows or doors shall not be visible from the street.

C. Building Frontage Standards

1. Frontages general.

(a) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

(1) The building Facade;

(2) Structures that project from the Facade such as Porches, Terraces, Stoops, Awnings, Canopies and bay windows;

(3) Any front yard landscape elements between the building Facade and the public street or space.

(b) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building Facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required

as follows:

(1) Streetscreens shall be between four (4) and eight (8) feet in height.

(2) Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

(3) Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

(4) Streetscreens are not considered Fences for the purposes of the regulations of this section.

(c) Frontages are divided into the following types: lawn, terrace, Stoop, common entry, pedestrian forecourt, vehicular forecourt, Gallery, and shopfront.

(d) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(e) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti and St. Joseph Streets shown on the Zoning Map. All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and

twelve (12) feet above the abutting sidewalk.

(f) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(g) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(h) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

(1) At secondary frontages towards the rear of the property.

(2) At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

(3) At all frontages within SD-WH.

(i) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see Chapter 17).

2. Encroachments general.

(a) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the City Engineer.

(b) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the City Engineer and a Right-of-Way Use Agreement. The right-of-way permit and the Right-of-Way Use Agreement may require procurement and maintenance of general liability insurance naming the City as an additional insured.

(c) Awnings shall not be considered permanent structures and do not require a permit from the City Engineer.

(d) Canopies shall not be considered permanent structures and do not require a permit from the City Engineer unless supported by a pole or column(s) located in the right-of-way.

(e) Awnings and canopies shall not be located within two (2) feet of any curb.

3. Frontage Standards. Additions to Existing Buildings.

(a) Additions to existing buildings in general.

(1) Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

(2) Additions to existing buildings may match the foundations, Porch depth and finished floor elevations of the existing building.

(3) New addition encroachments into the front Setback are

permitted as follows:

a. Porches, stairs, Stoops and ramps may encroach into the front Setback as follows:

1. Up to fifty (50) percent of the front Setback depth in T-3 and one hundred (100) percent in all other sub-districts.

2. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(b) Additions to existing buildings in T-3 sub-districts.

(1) The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) Shopfronts and galleries are prohibited in T-3.

(c) Additions to existing buildings in T-4 sub-districts.

(1) The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

(2) The front yard may be raised up to thirty-six (36) inches above

sidewalk grade to form a terrace.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) Shopfronts maybe permitted in T-4. Galleries are prohibited.

(d) Additions to existing buildings in T-5 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-5.2.

(4) Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

(5) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(6) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not

exceed six hundred (600) square feet in yard area.

(7) Shopfronts and galleries are permitted in T-5.

(e) Additions to existing buildings in T-6 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-6.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in T-6.

(f) Additions to existing buildings in SD-WH sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20)

inches above sidewalk grade.

(3) An iron Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of six feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(g) Additions to existing buildings in Municipal and Open sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require

review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table A-10.1.

Table A-10.1 Frontage Type Summary

Frontage Type	Transect Sub-Districts							
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	Municipal	Open
Lawn	R	R				R	R	R
Terrace	R	R	R	R		R	R	R
Stoop		R	R	R	R	R	R	R
Common Entry		R	R	R		R	R	R
Pedestrian Forecourt			R	R	R	R	R	R
Vehicular Forecourt					R	R	R	R
Gallery			R	R	R		R	R
Shopfront		R	R	R	R	R	R	R

R - Allowed

Blank – Prohibited

4. Frontage Types and Standards for New Construction. See Table A-10.1 Frontage Type Summary

(a) Lawn (not permitted in T-5.1, T-5.2 or T-6).

(1) General characteristics: The Facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a Porch or Stoop.

(2) The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Encroachments into the front Setback are permitted as follows:

a. Porches, stairs and ramps may encroach into the front Setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

b. Bay windows, roof overhangs, cornices, window and door surrounds and other Facade decorations may encroach into the front Setback up to two (2) feet.

c. Stoops may encroach into the front Setback up to four (4) feet.

d. Stoops may be covered by a roof structure supported by

columns or wall brackets.

(4) Fences may be permitted as follows:

a. A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

b. A Fence or wall may be installed along the side and rear property lines beyond the front Facade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, Municipal and Open sub-districts).

c. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(5) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

(6) Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or

vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) Terrace (not permitted in T-6).

(1) General characteristics: The Facade is set back from the front property line by an elevated patio.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A raised terrace is required as follows:

a. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front Setback for one hundred (100) percent of the width of the Facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

b. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may

be paved or landscaped.

(4) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

(5) Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls

shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(6) In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

(7) In T-5, SD-WH, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(c) Stoop (not permitted in T-3).

(1) General characteristics: The Facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Stoop is required as follows:

a. A masonry Stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front

Setback at the primary entrance. Additional Stoops may be located at secondary entrances.

b. Stoops shall be between four (4) and six (6) feet deep.

c. Stoops may be recessed into the building Facade as an alternative to encroaching into the Setback.

d. Stairs providing access to a Porch or Stoop may encroach up to the property line.

e. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) An iron Fence with or without masonry piers is permitted at the front property line in T-4.

(5) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(d) Common entry (not permitted in T-3 or T-6).

(1) General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

(2) The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(4) Stairs providing access to entrances may encroach up to the property line.

(5) An iron, steel or aluminum that appears to be iron Fence with or

without masonry piers is allowed at the front property line in T-4.

(6) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(e) Pedestrian forecourt (not permitted in T-3 or T-4).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

2. Municipal and Open sub-districts: no larger than one

thousand six hundred (1,600) square feet.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(4) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary

entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(5) Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

(6) Pedestrian forecourt frontages may include all elements of a Gallery frontage except within the entry courtyard.

(f) Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard for vehicular access.

(2) Courtyards shall recess no more than fifty (50) percent of the building Facade.

(3) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(4) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary

entrance.

b. The entry courtyard size limits are as follows:

1. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(5) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6)

feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

   i That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

   ii Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a Porte-Cochere in which case the maximum depth is thirty (30) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(g) Gallery (not permitted in T-3, T-4, SD-WH).

(1) General characteristics: The Facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation

requirements.

(3) A Gallery is required as follows:

a. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

b. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

c. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the Facade without gaps.

(4) Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

a. Columns shall be centered on the spandrel beam.

b. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

c. Columns shall have a base, shaft and capital.

d. Columns shall be located a minimum of seven (7) feet from the Facade.

(5) Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

a. Gallery decks shall be no more than nine (9) inches thick,

including all structure and surface.

b. Gallery deck structure shall be exposed.

c. Gallery decks shall be located above the top of transom windows.

(6) Galleries in applicable Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) Upper story railings shall be painted metal.

(8) Upper story columns and railing posts shall align with columns below.

(9) Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the Gallery.

(10) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(11) Gallery frontages may include all elements of a shopfront frontage.

Figure A-10.1 Shopfront Elevation Elements



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(h) Shopfront (not permitted in T-3).

(1) General characteristics: The building Facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

a. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in Figure A-10.1

Shopfront Elevation Elements.

b. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

c. Transom windows shall have dividing muntins and be free of signage.

d. Shopfront sign(s) shall be installed above transom windows.

e. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

(4) Shopfronts are subject to the following glazing and coverage requirements:

a. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

b. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

c. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

d. Entries may be recessed from the Facade up to eight (8) feet in depth.

(5) Ground floor movable commercial uses may utilize the public

sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(6) Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3)

feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

Section 11 Signage

A. General requirements

1. Signs must be permitted as specified in Article 10.

2. Signage may be permitted according to Table A 11.1, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

3. Parking lots throughout the district may install one (1) parking sign.

4. Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

5. One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

6. Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

7. Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight (8) foot clearance above adjacent grade.

8. All signage permitted in this section except for yard signs may encroach into the right-of-way.

9. Painted murals may be permitted along secondary frontages and walls

internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

10. Banners that comply with Chapter 64, Article 4 of the City Code, as amended are permitted.

B. Neon and LED signs

1. Non-animated neon and LED signs are allowed inside storefront windows.

2. The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

3. The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

C. Upper building signs

1. A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate Facades on buildings more than ten (10) stories high.

2. Upper building signs are limited to the following:

   (a) The identification of the building or the name of one (1) tenant of the building;

   (b) A maximum of eighty (80) percent of the width of the building wall

upon which it is placed;

(c) A maximum of one (1) horizontal or vertical line of letters or symbols;

(d) A maximum font size of eight (8) feet in any dimension;

(e) A maximum logo or emblem size of ten (10) feet in any dimension.

D. Abandonments

1. An abandoned sign must be removed within ninety (90) days from the: date official notice is given by the Department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

E. Residential uses, home offices and live-works in T-3 and T-4

1. Signage shall not be illuminated.

2. Home business signage may be permitted in accordance with Table A-11.1 Signage Standards, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table A-11.1 Signage Standards

Sign Type	Restrictions			
	Number	Area	Copy	Sub-Districts
1. Sandwich Board	1 per business, shall be removed outside of business hours	Maximum 2 feet wide by 3 feet tall. Sandwich board shall not reduce pedestrian passage width to less than 4 feet	No restrictions	T-4, T-5, T-6, SD-WH
2. Diagonal Corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric Awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper Building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3-feet tall by building length, except for buildings fronting Claiborne Street between Civic Center Drive and Canal Street where it may be eight (8) feet tall by the building length.	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging Blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual Storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal Neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH
9. Painted Wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH
10. Yard Blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address Number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
12. Wall Plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum: 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, SD-WH
13. Wayfinding Sign	May be located on right-of-way or private property, 1 per block or site	Maximum 5 ft. tall; Maximum 20 sq.f.t of signage per face, Maximum total of 50 sq.ft. of signage on all faces.	No Restrictions	Allowed on A Streets in T-4, T-5, T-6, SD-WH
14. Monument Sign	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No Restrictions	Allowed in T-4, T-5, SD-WH
15. Free-Standing/Pole Signs	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No Restrictions	Allowed in T-4, T-5, SD-WH
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH
17. Parking Lot Identification Signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH

Figure A-11.1 Signage Standards



Section 12 Definitions

A. Provisions This subsection provides definitions for terms in this Appendix A that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then Department shall determine the correct definition.

A-Streets: Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street".

Accessory Dwelling Unit: A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley: A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets: Those thoroughfares that by virtue of their use, location or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-Streets. See "A-Streets."

Balconies: An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade Sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall.

Brewpub: An establishment licensed as and meeting the qualifications of a Brewpub under the state alcoholic beverage control laws, including Title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building Height: The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a building measured in stories, from finished grade.

Building Placement: The placement of a building on its property.

By Right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater or entertainment venue with less than one hundred-(100) person occupancy load.

Canopy: A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic Parking Reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil Support: Private and non-profit functions that provide essential supports to the municipality.

Colonnade: A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete Demolition: The razing of one or more structure(s).

Commercial: The term collectively defining workplace, office, retail and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage and height.

Corner Property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a Fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "Wall."

Forecourt: A private frontage wherein a portion of the Facade is close to the frontage line and remaining Facade is set back from the frontage line.

Freestanding Sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front Setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments.

Frontage: The portion of a site which faces a street right-of-way or civic space.

Frontage Buildout: The percentage of the property width that is occupied by the building Facade within the front Setback.

Frontage Line: A property line bordering a public frontage or thoroughfare.

Gallery: A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A Gallery may be multiple floors and may have a roof.

Hedge: A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three (3) feet apart.

Historic District: A geographically defined area designated by the City Council in Chapter 44.

Historic District Guidelines: The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44, of the City Code.

Home Office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Liner Building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading Dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron and maneuvering room.

Lodging: A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed & breakfast inns and short-term rentals.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed Use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or *MHDC:* The City Historic Development Commission established by Chapter 44 of the Mobile City Code.

Mobile Tree Act: The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the City.

Mobile Tree Commission: The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument Sign: Ground mounted sign with a maximum height of six feet, where the base is at least 2/3rds of the sign width.

Mural: Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Net Property Area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking Lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking Lot Sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking Structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Portable Retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal Building: The main building on a property, usually located toward the frontage.

Principal Entrance: The main point of access for pedestrians into a building.

Primary Frontage: The frontage of a site that establishes the orientation of the primary façade, and the primary pedestrian access.

Private Frontage: The privately held layer between the frontage line and the required Setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property Coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property Line: The boundary that legally and geometrically demarcates a property.

Property Width: The length of the principal frontage line of a property.

Public Frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear Setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating Plan: Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form based districts such as the DDD.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required Parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary Frontage: A frontage that is not the principal frontage.

Setback: The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service Area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the Facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special District (SD): An area that, by its intrinsic function, placement or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this Appendix.

Stoop: A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy or marquee.

Story: A habitable level within a building excluding a basement.

Streetscreen: A freestanding wall or Fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, Intermediate: Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, Major. A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, Minor. All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall: A barrier, independent of a building, made of masonry materials. See "Fence."

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific

areas or types. Wayfinding signs are not advertisements for individual businesses.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Council President Small and Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/2/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/2/2022 - 3:22 PM

[_____] 2022

A RESOLUTION CALLING FOR A PUBLIC HEARING PROPOSING THE CREATION OF A TAX INCREMENT FINANCING DISTRICT IN THE CITY OF MOBILE, AUTHORIZING THE PREPARATION OF A PROJECT PLAN, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO PERFORM CERTAIN ACTIONS REQUIRED BY ALABAMA LAW, AND DIRECTING THE PUBLICATION OF THIS RESOLUTION AS REQUIRED BY ALABAMA LAW.

Sponsored by: Council President Small & Mayor Stimpson

WHEREAS, the City of Mobile, Alabama (the "City") proposes the creation of a tax increment financing district ("TIF District"), tentatively titled Tax Increment Financing District 2 (hereinafter "TIF D2"), within the city limits of the City pursuant to Ala. Code §§ 11-99-1 *et seq.* (the "Act"); and

WHEREAS, pursuant to the Act, the City Council of the City desires to initiate certain procedures required by the Act and to authorize certain actions to be taken in furtherance thereof.

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

1. The City Council proposes the creation of TIF D2, pursuant to the Act. The proposed TIF District includes certain parcels of real property as depicted on **Exhibit A** hereto and incorporated herein by reference.

2. The Mayor of the City is hereby authorized to direct City staff to prepare a Project Plan for the development of TIF D2.

3. The President of the City Council (or in his absence, the president pro tempore) is hereby authorized and directed to make written or other submissions required and give any notices or notifications required by the Act, with respect to consideration of TIF D2, on behalf of the City Council.

4. The City Council shall meet at 10:30 a.m. on the 3rd day of January, 2023, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street, Mobile, Alabama, for the purpose of holding a public hearing, pursuant to Ala. Code §§ 11-99-1 *et seq.*, at which date, time and place all interested parties will be afforded a reasonable opportunity to express their views on the concept of tax increment financing, on the proposed creation of a tax increment district and its proposed boundaries, and its benefits to the City.

5. This Resolution shall be published at length in the *Lagniappe* on the 21st day of December, 2022, and on the 28th day of December, 2022, both of which publications shall be within the fifteen (15) day period immediately preceding the date of the public hearing, and shall constitute notice of the aforementioned pubic hearing.

6. Any prior actions taken by any officers of the City in connection with the proposed TIF District are hereby ratified and confirmed.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the **6th** day of **December, 2022**.

ADOPTED:

_____

Lisa C. Lambert, City Clerk

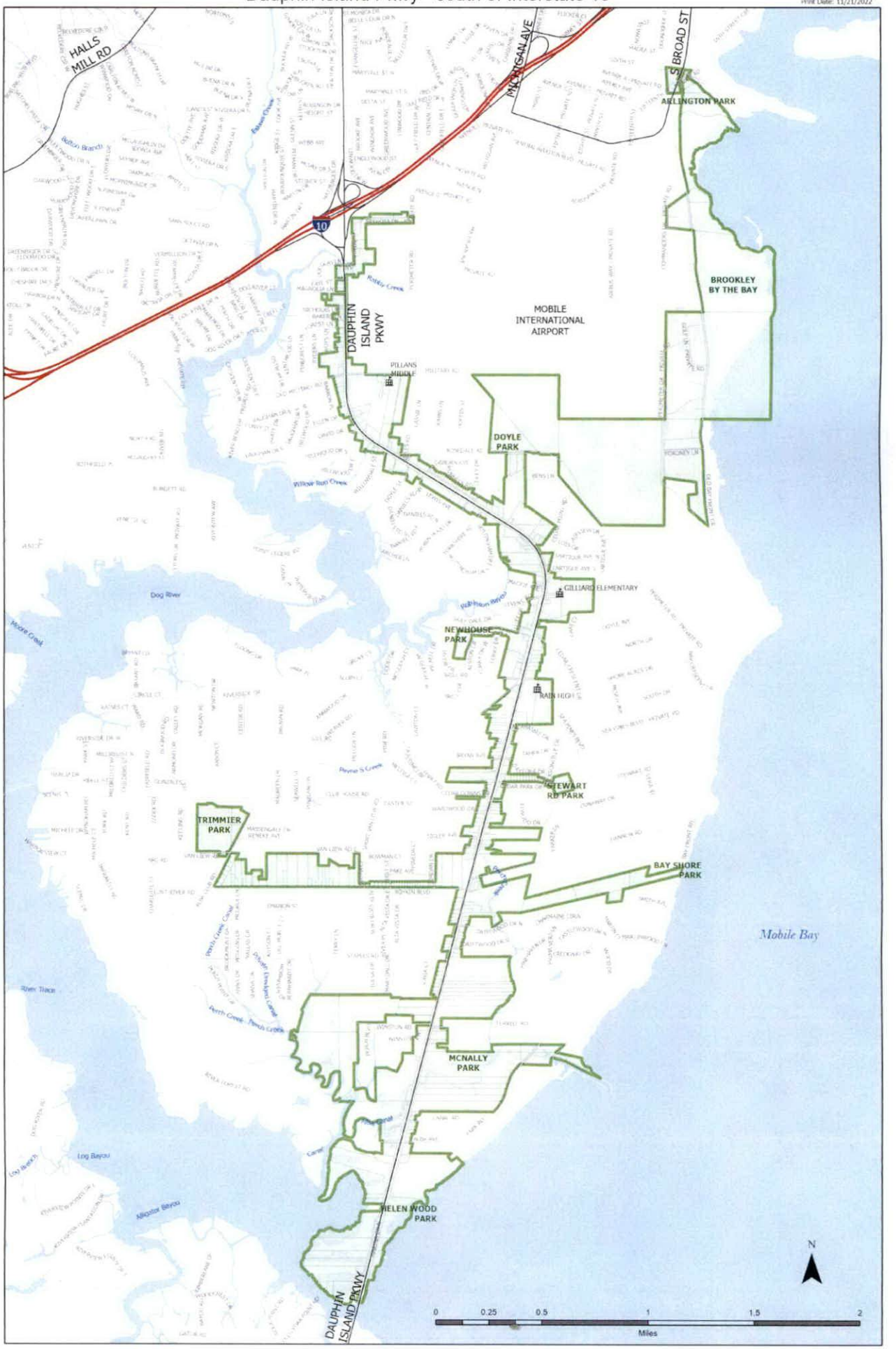
EXHIBIT A

Depiction of TIF D2 Proposed Boundaries

(attached)

Proposed Tax Increment Financing District

Dauphin Island Pkwy - south of Interstate 10



AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 1:03 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Armstead Mortuary Transit Service 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 3, 2023, 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 Southwest Chapter of Armstead Mortuary Transit Service, 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, Thompson, Jacquez individually or on behalf of Armstead Mortuary Transit Service, 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:

Thompson, Jacquez

Business Address: 1

Telephone: 251-786-8730 Trade Name Armstead Mortuary Transit Service

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: ( ) SSN:

Residence Address:

Address City State Zip code AL 36604

Telephone Number Driver's License #

Residing in Mobile County: Years: 37 Months: 3

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, etc.

Name	Title	Address	Amount of Stock Held (if any)
Jacquez Thompson	Owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 24 hrs

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Ford	Year: 2017	Model: E350
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

_____

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28 **DAY OF** November, **20** 22

Notary Public

SHATONYA NICHOLSON
My Commission Expires
NOTARY PUBLIC
05-20-2024
ALABAMA STATE AT LARGE

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Jacquez Thompson

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'8

Weight: 270

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____
Signature

11-28-22
Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Jacquez Thompson

Date of Birth: 08/17/1984 Security #: 421-19-3085

Present Address

Home Phone Number: 251-786-8730 Work Phone Number: 251-786-8730

Attach a copy of your current driver's license to this sheet

Present Employer and Address: MAWSS 4725 Moffett Rd. Mobile, AL 36618

Present Position/Title: Operator

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

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

11-28-22
Date Signed

Personal Data Report

General Descriptors

Name:	THOMPSON, JACQUEZ D		
Address:		**Nick Name:**	
Phone:	251-753-4540		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	38
Weight:		**Eyes:**	
Height:		**Facial:**	
Hair:		**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD

CHECKED BY: [signature] (OA III/Records Supervisor)
DATE: 11/28/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : THOMPSON
First_Name : JACQUEZ
Agency : MOBILE PD
Arrestee DOB :

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
206100001901	2061000019	6/2/2007	THOMPSON, JACQUEZ DESHAWN		UNKNOWN LOCATION UNKNOWN,	WHITE, J L	CONV	RANGELINE/HAMILTON MOBILE,	ALIAS/BENCH WARRANT ARREST ALIAS/BENCH WARRANT ARREST
20610000190A	2061000019	10/1/2006	THOMPSON, JACQUEZ DESHAWN		UNKNOWN LOCATION UNKNOWN,	WALLACE, R S	CONV	DUVAL @ MURRAY HILL MOBILE,	FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY DISORDERLY CONDUCT - (SPECIFY CONDUCT)
211110070201	2111100702	11/4/2011	THOMPSON, JACQUEZ DESHAWN	984	UNKNOWN LOCATION UNKNOWN,	LATNER, BRITTNEY	CONV	1605 JOHNSTON ST MOBILE,	AGGRAVATED DOMESTIC VIOLENCE 3RD DEGREE

3 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY: C Lewis
DATE: 11/28/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/8/2022 - 3:49 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 Baby B's Transportation 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 3, 2023, 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 Baby B's Transportation 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, Janeshia Jackson individually or on behalf of _____, 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:

Janeshia Jackson

Business Address:

Telephone: 251-786-2793 Trade Name Baby B's Transportation

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN:

Residence Address:

Address City State Zip code

Telephone Number: 251-786-2793 Driver's License #

Residing in Mobile County: Years: 33 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 3[illegible]

(If different from addr[illegible])

C. **Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.**

Name	Title	Address	Amount of Stock Ownership
Janeshia Jackson	Owner		

D. **List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:**

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? All Available

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Dodge	Year:	2010	Model:	Grand Caravan
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

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:

_____

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1 **DAY OF** July, **20** 22

Notary Public

MY COMMISSION EXPIRES SEPTEMBER 12, 2026

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Janeshia Jackson

Nickname(s) or Maiden Name:

Current Address:

Previous Address:

Personal Description:

Height: 5'3

Weight: 140

Hair Color: Brown

Eye Color: Brown

Social Security Number:

I do hereby authorize an [illegible] Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Janeshia Jackson

Signature

12-2-2022

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Janeshia Jackson

Date of Birth: _____ Security #: _____

Present Addre

Home Phone Number: 251 1062793 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

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.

Janeshi Jackson
Signature

12-1-22
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	JACKSON, JANESHIA DARYONDRA		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	3/19/1989
Sex:	F	**Age:**	33
Weight:	140	**Eyes:**	BROWN
Height:	5'00"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: D. Bulbeza

DATE: 12/1/2022

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Councilmembers Carroll and Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/1/2022
ordinance	Cover Memo	12/8/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/1/2022 - 1:48 PM

Sponsored by: Councilors Carroll and Jones

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **January 3, 2023**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, and AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place, Government Plaza, 205 Government Street, Mobile, Alabama 36644, which serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on **Thursday, December 29, 2022**.

The proposed Downtown Development District (DDD) amendments will modify the Regulating Plan map, amend certain development standards for the Civic Center site, add development standards for two existing sub-districts and correct text errors.

The Civic Center site is bounded to the north by Civic Center Drive, to the east by South Claiborne Street, to the south by Canal Street, and to the west by South Lawrence Street.

The proposed amendments will guide the redevelopment of the Civic Center site and are intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

The amendment of the Regulating Plan map will establish T-3 and T-5.2 sub-districts on the Civic Center site. Modifications to the development standards for these sub-districts specific to the Civic Center site are proposed. Changes to the allowed uses for these sub-districts specific to the Civic Center site are also proposed.

Additional proposed amendments will further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections of the Downtown Development District Code and the associated tables:

Establishment of sub-districts.
Property standards.
Property Use restrictions.
Parking standards.
Building and parking deck height standards.
Building materials standards.
Frontage standards.
Signage standards.
Definitions.

The proposed DDD amendments can be viewed on the City of Mobile's website at **https://www.cityofmobile.org/city-updates/**. Amendments are also proposed to the Regulating Plan maps, published herewith.

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Carroll and Jones

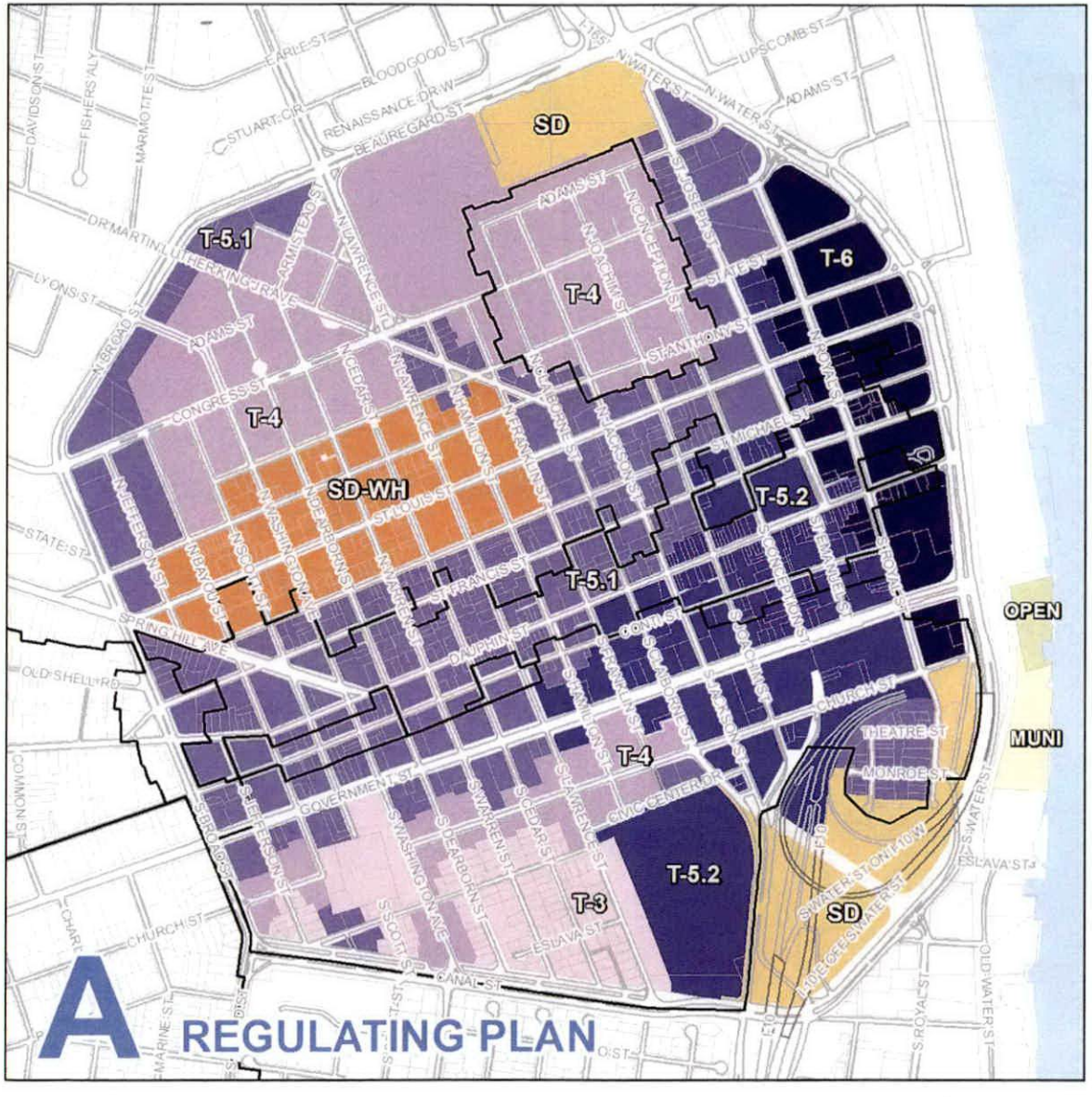
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts within the Downtown Development District, be, and the same hereby are, amended so that they now read in full as set forth in the attached.

This amendment of the DDD Code set forth in the Zoning Ordinance, Chapter 64, Section 64-3.I shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code, Ordinance 64-017-2022) shall become effective on the date that the Uniform Development Code becomes effective, as set forth therein.

APPROVED:

_____

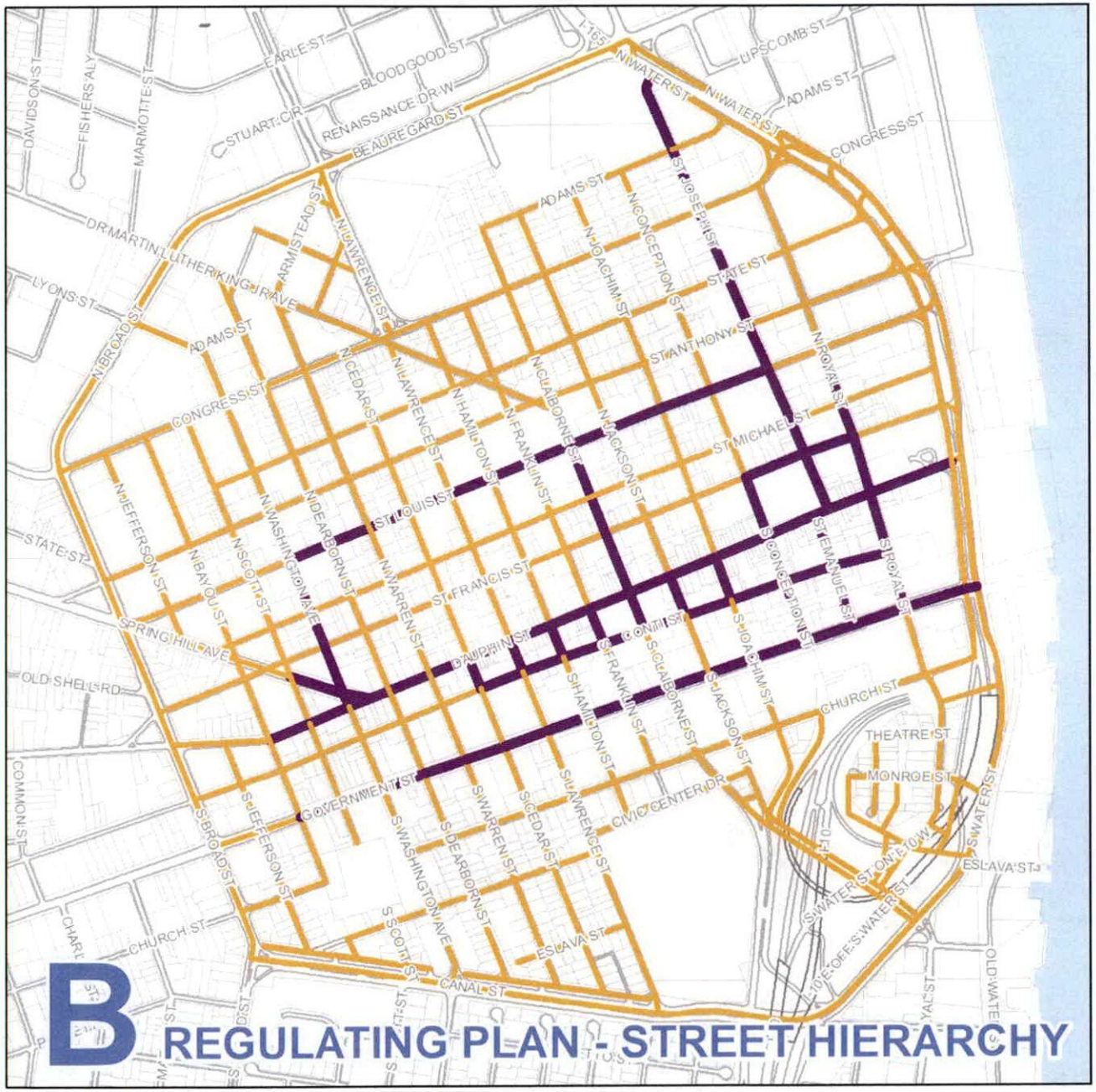
CITY CLERK



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary


B
REGULATING PLAN - STREET HIERARCHY
A Streets
B Streets

Sec. 64-3. Districts.

I. *Downtown development district.*

1. *Authority and intent.*

(a) The purpose of this subsection I is to create a new zoning code for the downtown development district ("DDD") as defined herein. The new code may be known as and referred to as the "DDD code."

(b) The council is authorized to adopt the DDD code by Alabama Code §§ 11-52-70—11-52-84 (1975) and by section 64-9 of this chapter.

(c) The DDD code is intended to:

(1) Implement the purposes and objectives of the city's comprehensive plan, including the New Plan for Mobile;

(2) Guide the siting, form, and use of private property and buildings to support walkability, safe streets, and safe public spaces;

(3) Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

(4) Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the city's historic downtown.

2. *Applicability.*

(a) The DDD code applies to all properties located within the DDD (see plate A, regulating plan).

(b) The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

(c) Terms used throughout the DDD code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions and definitions in the existing local codes, the definitions take precedence.

(d) The definitions contain regulatory language that is integral to the DDD code.

3. *Establishment of sub-districts.*

(a) The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

(1) T-6: a mixed-use district of high intensity.

(2) T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.

(3) T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.

(4) T-3: a low-density residential district.

(5) SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.

(6) Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as plazas or parks.

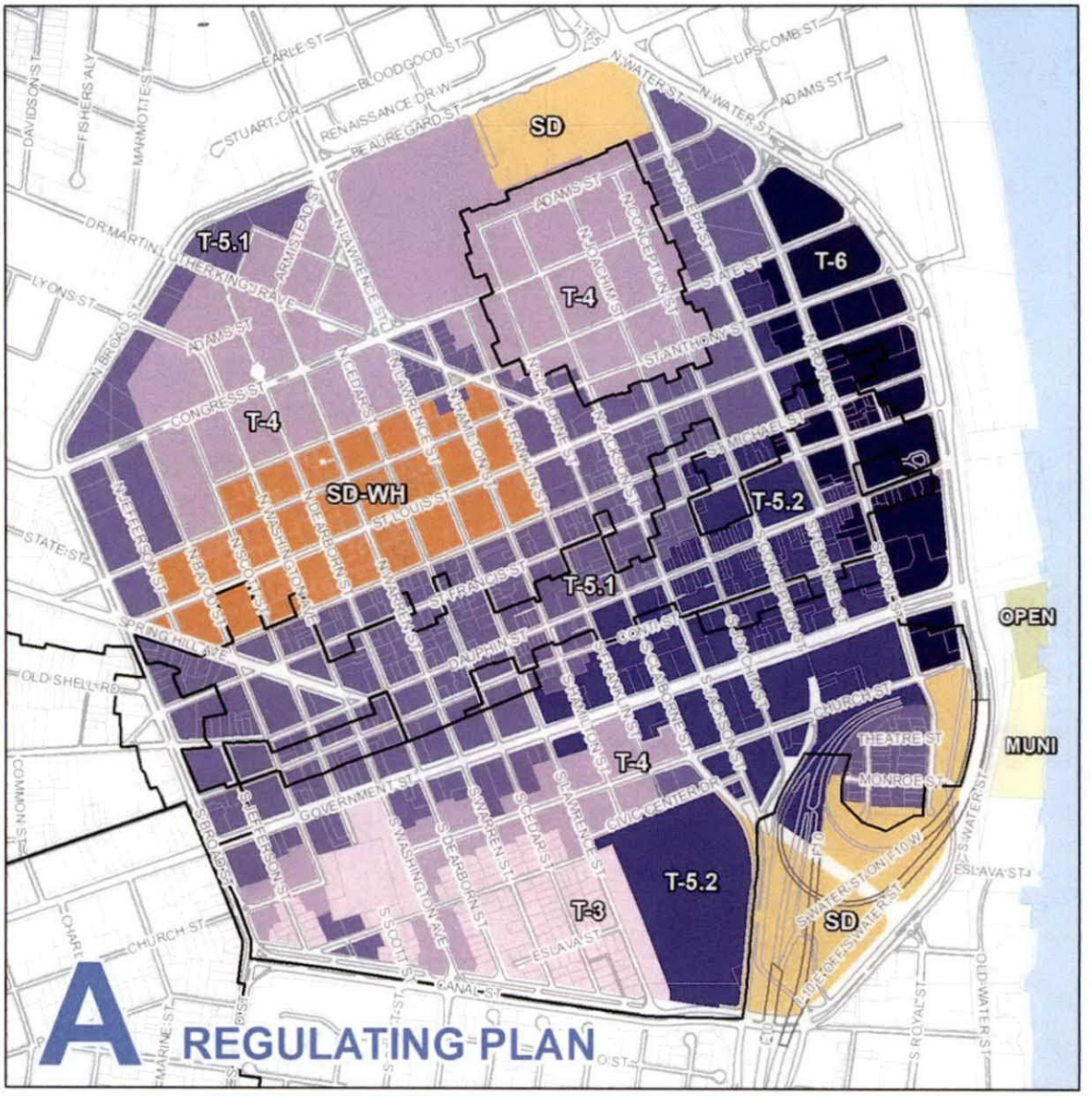
(7) Open: a district for sites dedicated to public open spaces, such as plazas or parks.

(8) SD: all special districts except SD-WH require a master plan be completed in coordination with the planning section. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the planning commission and the city council.

(b) The transect sub-districts and special district boundaries are as shown on the DDD regulating plan (see plate A). Unless otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

(c) Regulations of subsection 64-3.I. pertaining to T-5 apply to all sub-districts of T-5.

(d) Planned unit development, as set forth in section 64-5 of the City Code, is not applicable within the DDD.



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

Plate A



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

Plate A, Detail

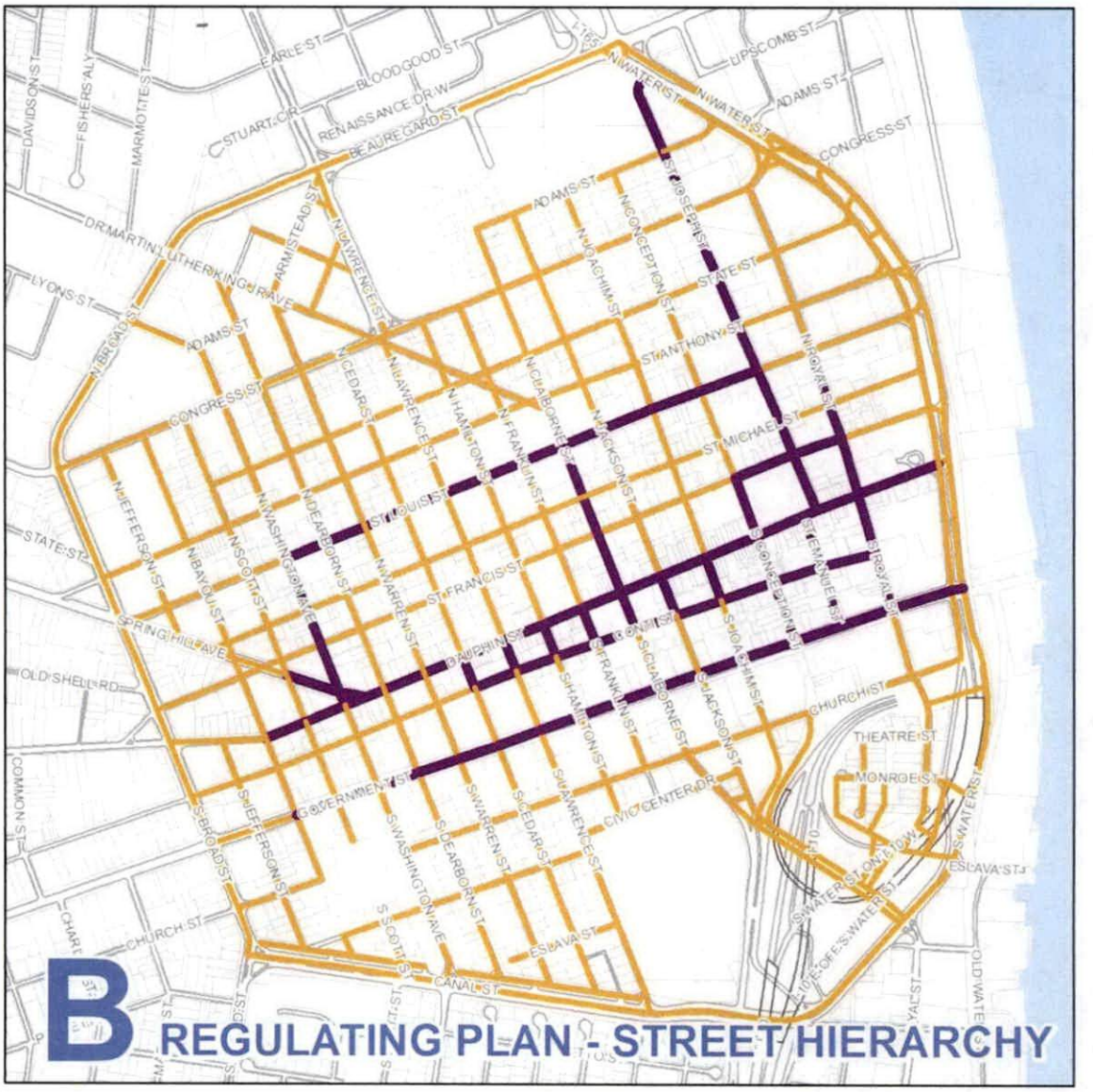


Plate B

4. *Administration, instruction, amendments and variances.*

(a) *Administration.*

(1) The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department, and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

I. The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

i. Landscaping and tree requirements;

ii. Dimensional adjustments that do not constitute an increase or decrease of more than 15% for the following design elements: awnings, balconies, canopies, galleries, stoops, terraces and signage.

iii. Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

iv. Transparency requirements for windows may be reduced up to five (5) percent of the minimum percentage required.

II. The CRC is not authorized to approve dimensional adjustments for lot size, set backs or building heights.

(b) *Instructions.*

(1) This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

(2) Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

(3) All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

(4) This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than 3 stories.

(5) Site Plans submitted for approval shall comply with:

I. Nonconformities, if any (paragraph 64-3.I.5);

II. Site plan: Property standards (paragraph 64-3.I.8);

III. Site plan: Property use restrictions (paragraph 64-3.I.9);

IV. Site plan: Building placement standards (paragraph 64-3.I.10);

V. Site plan: garbage collection standards (paragraph 64-3.I.12).

(6) Building design documents submitted for approval shall demonstrate compliance with:

I. Building design documents: Building and parking deck height standards (paragraph 64-3.I.13);

II. Building design documents: Building material standards (paragraph 64-3.I.14);

III. Building design documents: Frontage standards (paragraph 64-3.I.15);

IV. Building design documents: Signage standards (paragraph 64-3.I.16).

(7) Work in historic districts. All properties located in the DDD and a local historic district shall, in addition to complying with the development standards in 64-3.I.9 through .16, receive a certificate of appropriateness from the architectural review board as required by section 44-76 of the City Code prior to receiving a building permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a building permit and/or undertaking work.

(c) *Planning approval.* Uses in the chart identified by "P" in any column are permitted in that particular district upon approval of their location and site plan by the planning commission as being appropriate with regard to transportation and access, water supply, waste disposal, fire and police protection, and other public facilities; as not causing undue traffic congestion or creating a traffic hazard; and as being in harmony with the orderly and appropriate development of the district in which the use is located. Such uses are also subject to any conditions and limitations imposed by the planning commission.

(d) *Regulating plan amendments.*

(1) Adjustments to the transect sub-district and special district boundaries are limited to the following:

I. Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the planning commission and city council.

II. Reconciliations of transect sub-district require approval by the planning commission and city council.

III. Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the planning commission and city council.

(2) Master plans executed for special district according to paragraph 64-3.I.3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to a regulating plan.

(e) *Variances.*

(1) An applicant may appeal any decision of the planning & zoning department and/or the CRC to the board of zoning adjustment.

(2) An applicant may request a variance from the requirements of section 64-3.I

(3) All applications to the board of zoning adjustment shall be filed pursuant to section 64-8.

5. *Nonconformities.*

(a) *Uses.*

(1) Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

(2) Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

(3) Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

(b) *Structures.*

(1) Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

(2) Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

(3) Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

(c) *Parking lots.* Parking lots in existence as of the effective date of this ordinance shall conform to the requirements of 64-3.I.11(b)3 not later than November 2017. Compliance may be phased with wall or fencing to be installed by November 30, 2017. If the fence and landscaping option is chosen, required landscaping to follow within eighteen (18) months of installation of the fence. Existing evergreen vegetative buffers that accomplish the intent of 64-3.I.11(b)3 are an acceptable alternative, provided they are maintained. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the city projects along said streets adjacent to the property. Location of masking required by this paragraph is subject to line of sight review and approval by traffic engineering. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

6. *Complete demolition permits.*

(a) "Complete demolition," for the purposes of this section, is defined as the razing of one or more structure(s).

(b) Any applicant seeking a permit for complete demolition within the DDD must provide the urban development department with the following minimum information:

(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) If an when the structure has been cited or received a notice of violation of the city code;

(3) Whether the owner has complied with or attempted to bring the building into compliance with the city's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC); and if not, why? The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

(4) Whether the property has been listed for sale, prices asked and offers received, if any;

(5) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

(6) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

(7) Any such other information as may reasonably be required by the urban development department.

(8) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

(c) Upon review of the above information, the urban development department may approve or deny the demolition permit based on the following criteria:

(1) Whether the demolition will impair the unique character of the DDD;

(2) Whether there are redevelopment plans for the site;

(3) Whether the redevelopment plans conform to the DDD code;

(4) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

(d) Any applicant denied a demolition permit by operation of this Code may appeal to the board of zoning adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of this code presents an unreasonable economic hardship on the owner.

(1) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

(2) In determining whether to grant a waiver under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the surrounding built environment in question.

(3) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

(e) An owner or authorized representative of an owner appealing to the BZA pursuant to subparagraph 64-3.I.6(d) shall submit by affidavit to the BZA at least the following:

(1) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(2) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

7. *Noise restrictions in the DDD.* The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

8. *Site plan: Property standards.*

(a) The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

(1) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

(2) Elements of the built environment within the front setback are subject to all the requirements of paragraphs 64-3.I.13 through .16.

(b) Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

(1) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum. Along the east side of Lawrence Street between Civic Center Drive and Canal Street, the minimum frontage width shall be thirty (30) feet minimum.

(2) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

(3) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

(4) T-6: Fourteen (14) feet minimum, no maximum.

(5) Municipal and Open: No minimum or maximums.

(6) In any sub-district, a property that exceeds the maximum property size as set forth above and existing as of the effective date of this section, may be developed as one (1) property.

(c) Properties may be assembled with planning commission approval according to the following:

(1) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

(d) Setbacks and buildings per lot shall comply with the following standards as set out in table 1:

Table 1: Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot[2]
		Primary Frontage[3]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft. 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	5 ft min. 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	10 ft min.[1] Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	20 ft min. Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	2 max.
	Outbuildings	To rear of the facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.		Unrestricted if fire rating requirements are met		3 max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.	12 ft max.	Unrestricted if fire rating requirements are met		No max.
	Outbuildings	To rear of the facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max.
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1] May match setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.

[2] Structures containing enclosed conditioned space.
[3] Buildings along Government Street may be set back an additional 12 feet beyond the maximum front setback.

Table 2: Use Table

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Industrial	Warehousing & Mini-Storage	-	-	R	R_1	R	R	-	-
	Mixed-use Light Manufacturing Component	-	-	R	R_1	R	R	-	-
	Manufacturing—Light (5,000 sf max, non-toxic)	-	-	R	R_1	R	R	-	-
	Manufacturing—Heavy (over 5000 sf, non-toxic)	-	-	-	-	-	R	-	-
	Processing of Food and Beverage Products	-	-	-	-	-	R	-	-
	Laboratory Facility	-	-	-	R_1	R	R	-	-
	Distribution Facility	-	-	-	-	-	R	-	-
Agricultural	Nursery Stock Growing, Processing & Sales	-	R	R	R_1	R	R	-	-
	Produce Growing, Processing & Sales	-	R	R	R_1	R	R	-	-
Education	Private Educational Facility (Daycare)	R	R	R	R_2	R	R	-	-
	Private Educational Facility (Elementary)	-	R	R	R_2	R	R	-	-
	Private Educational Facility (All Levels)	-	-	R	R	R	R	-	-
Civic Support	Religious institution (including educational)	R	R	R	R	R	R	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Civic Support continued	Funeral home	-	R	R	R_1	R	R	-	-
	Hospital, medical offices, veterinary medicine, ambulance service	-	R	R	R_1	R	R	-	-
	Mystic society meeting hall	-	R	R	R	R	R	-	-
	Museum	P	R	R	R	R	R	R	R
	Park / Open Space	P	R	R	R	R	R	R	R
	Government Building	P	R	R	R	R	R	R	R
Automotive	Automotive Services—Light (5,000 sf max)	-	-	R	R_1	R	R	-	-
	Automotive Services—Heavy (over 5000 sf)	-	-	-	-	-	R	-	-
	Parking Structure	-	-	-	R	R	R	R	-
	Gas Station	-	-	P	P	P	P	-	-
Residential	Single-Family Dwelling	R	R	R	R	R	R	-	-
	Two-Family Dwelling	R	R	R	R	R	R	-	-
	Multi-Family Dwelling	-	R	R	R	R	R	-	-
	Accessory Dwelling Unit	R	R	R	-	-	R	-	-
	Senior & Elderly Housing	R	R	R	R	R	R	-	-
	Nursing & Retirement Housing	R_2	R	R	R_2	R	R	-	-
	Boarding Houses & Dormitories	R_1	R	R	R_1	R	R	-	-
	Homeless & Emergency Shelter	-	P	P	P_3	P	P	-	-
	Mixed-use Residential Component	-	R	R	R	R	R	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
Lodging	Hotel (no room limit)	-	-	-	R	R	R	-	-
	Inn (up to 20 rooms)	-	R	R	R	R	R	-	-
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R	-	-
Office	Home-office (non-primary use)	R	R	R	R	R	R	-	-
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R	-	-
	Work-live (office up to 80% of building sf.)	-	R	R	R	R	R	-	-
	Mixed-use Office Component	-	R	R	R	R	R	-	-
	Office Building	-	R	R	R	R	R	-	-
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R	-	-
	Work-live (retail up to 80% of building sf.)	-	R	R	R	R	R	-	-
	Mixed-use Retail Component	-	R	R	R	R	R	-	-
	Retail Building	-	R	R	R	R	R	-	-
	Café	-	R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right	-	-	P*	P*	R	R	-	-
	Drive-thru Retail	-	P	P	P	P	P	-	-

Use Category	Use Sub-Category	Transect Sub-Districts and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Municipal	Open
				.1	.2				
NOTE: None of the above permitted uses include an "Adult Entertainment Enterprise" as defined in 64.2 NOTE 1: Uses not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west. NOTE 2: Uses require Planning Approval on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west. NOTE 3: Homeless Shelter use not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.								

KEY

R Permitted By-Right

P Planning Approval

9. *Site plan: Property use restrictions.*

   (a) Property use is limited according to table 2.

   (b) Parking, except structured parking, is subordinate to uses permitted under this ordinance and shall not be used as a primary use on a property.

10. *Site plan: Building placement standards.*

   (a) Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

   (b) The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to table 1. Where multiple buildings occupy a single property a principal building shall be designated.

   (c) Buildings shall be set back from the boundaries of their properties according to Table 1. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table 1 standards.

   (d) The facade shall be parallel to the primary front property line. The primary entrance shall be through the facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

11. *Site plan: Parking standards.*

   (a) *Required vehicular parking.*

(1) Vehicular parking is not required in T-3, T-4, T-5, SD-WH, Municipal or Open sub-districts, or for structures existing before the date of the adoption of this form-based code.

(2) Within T-6 parking shall be provided for all new construction at the following minimum rates:

I. Office: Three (3) spaces per one thousand (1,000) square feet.

II. Lodging: One (1) space per bedroom.

III. Residential: One (1) space per unit.

IV. Retail: no required parking.

V. Restaurant and café: no required parking.

(3) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(4) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand five hundred (1,500) feet of the property.

(b) *Vehicular parking design requirements.*

(1) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(2) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(3) For parking lots along frontages, one (1) of the following masking options is required:

I. Liner buildings may be used to mask parking lots.

II. A hedge, evergreen vines, other evergreen planting materials, combined with a metal fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

III. When parking lots are surfaced with crushed stone, brick, rolled concrete pavers, or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(4) For parking structures along frontages, in all sub-districts where allowed, one (1) of the following masking options is required:

I. Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

II. Within B-street frontages, a hedge, evergreen vines, or other evergreen planting materials combined with a metal fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of

three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and fences shall be a minimum of three (3) feet in height.

(5) One interior heritage tree shall be planted for every fifteen (15) spaces for parking lots over fifty (50) spaces.

(6) Parking lot accessory structures.

I. Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

(c) *Vehicular parking access.*

(1) Parking shall be accessed from the secondary frontage where available.

(2) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

I. T-3 & T-4: Forty-two (42) feet minimum.

II. T-5: Fifty-four (54) feet minimum.

III. T-6: Seventy-two (72) feet minimum.

IV. SD-WH: Fifty-four (54) feet minimum.

(3) Driveways are limited in width as follows:

I. T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

II. T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where the width may be thirty-six (36) feet in width within the frontage.

(4) Crushed stone surfaces shall be limited to driveways.

(5) Curb-cut standards and limits.

I. Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

II. The number of curb-cuts is limited as follows:

i. T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where there may be up to two (2) curb cuts per lot.

(d) *Bicycle parking.*

(1) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

I. Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

II. Bicycle racks shall not be located within the following areas:

i. Within five (5) feet of fire hydrants.

ii. Within four (4) feet of loading zones and bus stop markers.

iii. Within three (3) feet of driveways and manholes.

iv. Within two (2) feet of utility meters and tree boxes.

v. Sidewalks where the distance from the face of the curb to the property line is less than seven (7) feet.

vi. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow 1 foot of setback between a fifty-six-centimeter bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

vii. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

viii. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

12. *Site plan: Garbage collection standards.*

(a) Garbage containers may only be placed on the sidewalk with the following restrictions:

(1) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

(2) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

(b) Dumpsters.

(1) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

(2) Waste removal of a dumpster by a sanitation truck shall take place entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(3) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in 64-3.I.14, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(4) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(5) The floor or pad of the dumpster enclosure must be equipped with a connection to the sanitary sewer, and any discharge or runoff from the enclosure shall not be allowed to drain into any storm water drain, as required by the city engineering department, or an alternative, approved by the city engineer, that does not allow leakage of contaminants.

(6) Construction dumpsters, used for construction projects, are exempt from this paragraph.

13. *Building specification: Building and parking deck height standards.*

(a) Building height is measured in stories for each above-ground level according to the following:

(1) Stories are measured from finished floor to finished ceiling.

(2) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

(3) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

(4) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts and thirty-five (35) feet in SD-WH is counted as multiple stories.

(5) Unfinished attics are not included in building height measurement.

(6) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(7) For free-standing parking structures, building height is measured in feet.

(b) Building height is limited to the following maximum heights:

(1) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where the maximum height shall be three (3) stories, and in T-4,

(2) Three (3) stories in T-5.1,

(3) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories, and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories.

(4) Six (6) stories in SD-WH.

(5) In Municipal and Open sub-districts, height is limited to four (4) stories.

(6) There are no building height restrictions in T-6.

(7) Height may be increased to match structures on contiguous lots within the same transect sub-district.

(c) Parking deck height is limited to the following maximum heights:

(1) Thirty-four (34) feet in T-5.1,

(2) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, SD-WH and Municipal,

(3) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, T-6, and

(4) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached building(s).

(d) Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

(e) Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

14. *Building specification: Building materials standards.*

(a) Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment, and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

(b) All openings, including but not limited to porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

(c) Exterior finish.

(1) Where multiple exterior materials are used on a single building, they shall only be combined on each facade horizontally, with the heavier material below the lighter.

(2) Exterior finish in T-3, T-4, T-5, and T-6, Municipal, and Open sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

(d) Roofs.

(1) Roofing materials in T-3, T-4, T-5, and T-6 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp, and shingles including: asphalt, fiberglass, cement fiber, wood, or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In Municipal and Open sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) The following roofing materials are prohibited in all sub-districts except for Municipal, and Open sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(3) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

(e) Foundations.

(1) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, gallery and shopfront.

(2) Foundations of new additions may match those of the existing building.

(3) Raised foundations in T-3, T-4, T-5 and T-6 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Lattice, if used in T-3, T-4, T-5 and T-6 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(5) Any solid infill in T-3, T-4, T-5 and T-6 sub-districts between the piers should be recessed.

(6) Foundations in T-3, T-4, T-5 and T-6 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco.

(7) The following foundation materials are prohibited in T-3, T-4, T-5 and T-6 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(f) Fences.

(1) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(2) A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH.

(3) Unimproved lots may have fences with a maximum height of six (6) feet along any property line.

(4) Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in (5) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) Prohibited fence materials.

I. Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

II. Chain link fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

(g) Transparency.

(1) The use of reflective glass is prohibited along public frontages within the first six (6) stories from the ground level.

(2) Tinted glass may be allowed as follows:

I. A minimum visible transmittance rating of .78 for all glass on the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(3) All building facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in section 64-3.I.15.

(4) Security bars on windows or doors shall not be visible from the street.

15. *Building specification: Frontage standards.*

(a) *Frontages general.*

(1) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

I. The building facade;

II. Structures that project from the facade such as porches, terraces, stoops, awnings, canopies, and bay windows;

III. Any front yard landscape elements between the building facade and the public street or space.

(2) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required as follows:

I. Streetscreens shall be between four (4) and eight (8) feet in height.

II. Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

III. Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

IV. Streetscreens are not considered fences for the purposes of the regulations of this section.

(3) Frontages are divided into the following types: lawn, terrace, stoop, common entry, pedestrian forecourt, vehicular forecourt, gallery, and shopfront.

(4) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(5) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti, and St. Joseph Streets shown on Plate B, "Regulating Plan — Street Hierarchy." All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and twelve (12) feet above the abutting sidewalk.

(6) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(7) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(8) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

I. At secondary frontages towards the rear of the property.

II. At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

III. At all frontages within SD-WH.

(9) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see section 17-26(e)(3)).

(b) *Encroachments general.*

(1) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the city engineer.

(2) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the city engineer and a right-of-way use agreement. The right-of-way permit and the right-of-way use agreement may require procurement and maintenance of general liability insurance naming the city as an additional insured.

Awnings and canopies shall not be considered permanent structures and do not require a permit from the city engineer.

(c) *Frontage standards for additions to existing buildings.*

(1) Additions to existing buildings in general.

I. Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

II. Additions to existing buildings may match the foundations, porch depth, and finished floor elevations of the existing building.

III. New addition encroachments into the front setback are permitted as follows:

i. Porches, stairs, stoops, and ramps may encroach into the front setback as follows:

a. Up to fifty (50) percent of the front setback depth in T-3 and one hundred (100) percent in all other sub-districts.

b. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(2) Additions to existing buildings in T-3 sub-districts.

I. The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. Shopfronts and galleries are prohibited in T-3.

(3) Additions to existing buildings in T-4 sub-districts.

I. The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

II. The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

IV. T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. Shopfronts maybe permitted in T-4. Galleries are prohibited.

(4) Additions to existing buildings in T-5 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-5.2.

IV. Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

V. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VI. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed six hundred (600) square feet in yard area.

VII. Shopfronts and galleries are permitted in T-5.

(5) Additions to existing buildings in T-6 sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood fences are not allowed in T-6.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in T-6.

(6) Additions to existing buildings in SD-WH sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. An iron fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of six feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(7) Additions to existing buildings in Municipal and Open sub-districts.

I. The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

II. A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

III. A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

IV. Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

V. A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

VI. Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table 3.

Table 3: Frontage Type Summary

Frontage Type	Transect sub-districts							
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	Municipal	Open
Lawn	□	□	-	-	-	□	□	□
Terrace	□	□	□	□	-	□	□	□
Stoop	-	□	□	□	□	□	□	□
Common Entry	-	□	□	□	-	□	□	□
Pedestrian Forecourt	-	-	□	□	□	□	□	□
Vehicular Forecourt	-	-	-	-	□	□	□	□
Gallery	-	-	□	□	□	-	□	□
Shopfront	-	□	□	□	□	□	□	□
Key: - Prohibited □ Permitted								

(d) *Frontage standards for new construction.*

(1) New construction frontage type: Lawn (not permitted in T-5.1, T-5.2 or T-6).

I. General characteristics: The facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

II. The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Encroachments into the front setback are permitted as follows:

i. Porches, stairs, and ramps may encroach into the front setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

ii. Bay windows, roof overhangs, cornices, window and door surrounds and other facade decorations may encroach into the front setback up to two (2) feet.

iii. Stoops may encroach into the front setback up to four (4) feet.

iv. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. Fences may be permitted as follows:

i. A fence or wall may be installed along the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet.

ii. A fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, Municipal and Open sub-districts.

iii. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron.

V. Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

VI. Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(2) New construction frontage type: Terrace (not permitted in T-6).

I. General characteristics: The facade is set back from the front property line by an elevated patio.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A raised terrace is required as follows:

i. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front setback for one hundred (100) percent of the width of the facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

ii. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may be paved or landscaped.

IV. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

V. Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

VI. In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

VII. In T-5, SD-WH, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VIII. Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(3) New construction frontage type: Stoop (not permitted in T-3).

I. General characteristics: The facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

II. The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A stoop is required as follows:

i. A masonry stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front setback at the primary entrance. Additional stoops may be located at secondary entrances.

ii. Stoops shall be between four (4) and six (6) feet deep.

iii. Stoops may be recessed into the building facade as an alternative to encroaching into the setback.

iv. Stairs providing access to a porch or stoop may encroach up to the property line.

v. Stoops may be covered by a roof structure supported by columns or wall brackets.

IV. An iron fence with or without masonry piers is permitted at the front property line in T-4.

V. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(4) New construction frontage type: Common entry (not permitted in T-3 or T-6).

I. General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

II. The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Awnings are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iii. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

iv. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

v. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vi. All awnings shall be set back from the curb a minimum of two (2) feet.

vii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

IV. Stairs providing access to entrances may encroach up to the property line.

V. An iron fence with or without masonry piers is allowed at the front property line in T-4.

VI. In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

VIII. Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(5) New construction frontage type: Pedestrian forecourt (not permitted in T-3 or T-4).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

b. Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

IV. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

V. Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

VI. Pedestrian forecourt frontages may include all elements of a gallery frontage except within the entry courtyard.

(6) New construction frontage type: Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2).

I. General characteristics: A portion of the facade is close to the front property line and remaining facade is set back from the front property line to create an entry courtyard for vehicular access.

II. Courtyards shall recess no more than fifty (50) percent of the building facade.

III. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

IV. An entry courtyard is required as follows:

i. The entry courtyard shall be located at the primary entrance.

ii. The entry courtyard size limits are as follows:

a. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

iii. The entry courtyard shall be bound by building facades on a minimum of two (2) sides.

iv. The width of the entry courtyard counts toward frontage build out.

V. Awnings and canopies are permitted as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

b. Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a porte-cochere in which case the maximum depth is thirty (30) feet.

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VI. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(7) New construction frontage type: Gallery (not permitted in T-3, T-4, SD-WH).

I. General characteristics: The facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. A gallery is required as follows:

i. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

ii. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

iii. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the facade without gaps.

IV. Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

i. Columns shall be centered on the spandrel beam.

ii. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

iii. Columns shall have a base, shaft and capital.

iv. Columns shall be located a minimum of seven (7) feet from the facade.

V. Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

i. Gallery decks shall be no more than nine (9) inches thick, including all structure and surface.

ii. Gallery deck structure shall be exposed.

iii. Gallery decks shall be located above the top of transom windows.

VI. Galleries in applicable Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

VII. Upper story railings shall be painted metal.

VIII. Upper story columns and railing posts shall align with columns below.

IX. Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the gallery.

X. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

XI. Gallery frontages may include all elements of a shopfront frontage.



Illustration 4: Shopfront Elevation Elements

Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(8) New construction frontage type: Shopfront (not permitted in T-3).

I. General characteristics: The building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

II. The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

III. Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

i. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in illustration 4.

ii. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

iii. Transom windows shall have dividing muntins and be free of signage.

iv. Shopfront sign(s) shall be installed above transom windows.

v. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

IV. Shopfronts are subject to the following glazing and coverage requirements:

i. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

ii. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

iii. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

iv. Entries may be recessed from the facade up to eight (8) feet in depth.

V. Ground floor movable commercial uses may utilize the public sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

VI. Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

i. Awnings shall be fabric and may be fixed or movable.

ii. Canopies shall be fixed and constructed of metal or wood.

iii. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

iv. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

v. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

vi. Awnings at the ground floor level shall extend from the facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

a. That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

vii. All awnings shall be set back from the curb a minimum of two (2) feet.

viii. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

VII. Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

16. *Building requirements: Signage standards.*

(a) *General requirements.*

(1) Installation of signs must be permitted as specified in section 64-11 (11).

(2) Signage may be permitted according to table 5, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

(3) Parking lots throughout the district may install one (1) parking sign.

(4) Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

(5) One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

(6) Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

(7) Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight-foot clearance above adjacent grade.

(8) All signage permitted in this section except for yard signs may encroach into the right-of-way.

(9) Painted murals may be permitted along secondary frontages and walls internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

(10) Banners that comply with section 64-11 of the City Code, as amended are permitted.

(b) *Neon and LED signs.*

(1) Non-animated neon and LED signs are allowed inside storefront windows.

(2) The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

(3) The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

(c) *Upper building signs.*

(1) A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate facades on buildings more than ten (10) stories high.

(2) Upper building signs are limited to the following:

I. The identification of the building or the name of one (1) tenant of the building;

II. A maximum of eighty (80) percent of the width of the building wall upon which it is placed;

III. A maximum of one (1) horizontal or vertical line of letters or symbols;

IV. A maximum font size of eight (8) feet in any dimension;

V. A maximum logo or emblem size of ten (10) feet in any dimension.

(d) *Abandonments.*

(1) An abandoned sign must be removed within ninety (90) days from the date official notice is given by the inspection services department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

(e) *Residential uses, home offices and live-works in T-3 and T-4.*

(1) Signage shall not be illuminated.

(2) Home business signage may be permitted in accordance with illustration 6, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table 5: Signage Standards

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
1. Sandwich board	1 per business, shall be removed outside of business hours	Maximum 2 ft. wide and 3 ft. tall. Sandwich board shall not reduce pedestrian passage width to less than 4 ft.	No restrictions	T-4, T-5, T-6, SD-WH
2. Diagonal corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3 feet tall by building length, except for buildings facing South Claiborne Street between Civic Center Drive and Canal Street, where it may be 8 feet tall.	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH
9. Painted wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
10. Yard blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH
12. Wall plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, SD-WH
13. Wayfinding	May be located on right-of-way or private property; 1 per block or site	Maximum 5 ft. tall; maximum 20 sq. ft. of signage per face, maximum total of 50 sq. ft. of signage on all faces	No restrictions	Allowed on A streets in T-4, T-5, T-6, SD-WH
14. Monument	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No restrictions	Allowed in T-4, T-5, SD-WH
15. Free-standing/pole	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No restrictions	Allowed in T-4, T-5, SD-WH

Sign	Restrictions			
	Number	Area	Copy	Sub-districts
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No restrictions	Allowed in T-4, T-5, T-6, SD-WH
17. Parking lot identification signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No restrictions	Allowed in T-4, T-5, T-6, SD-WH

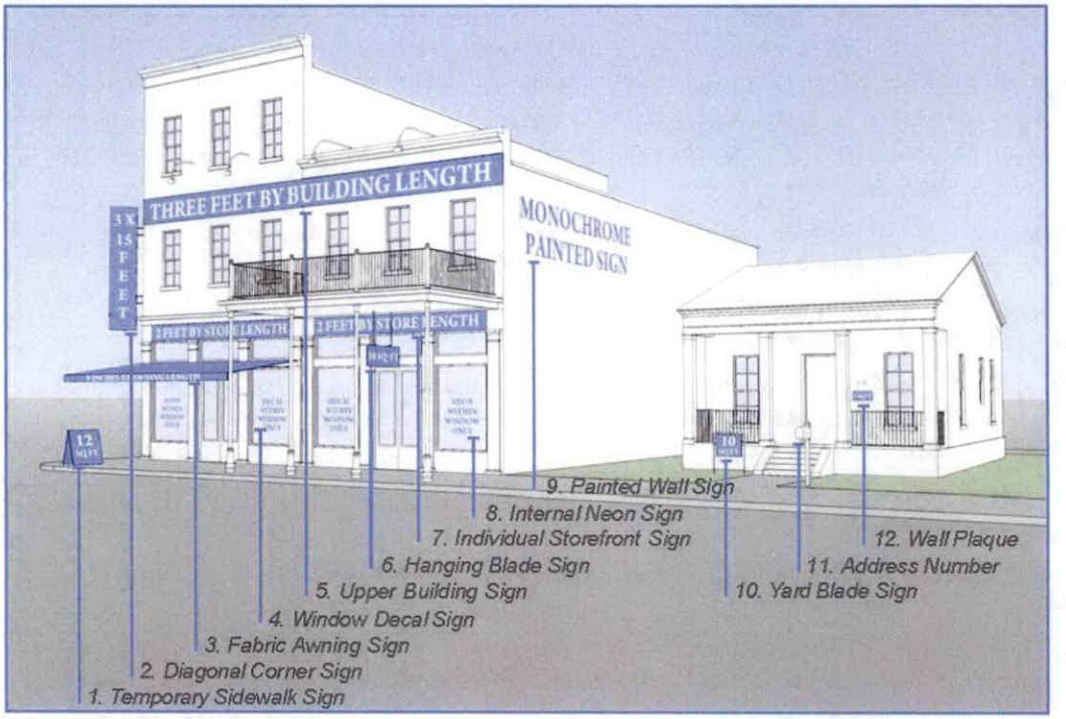
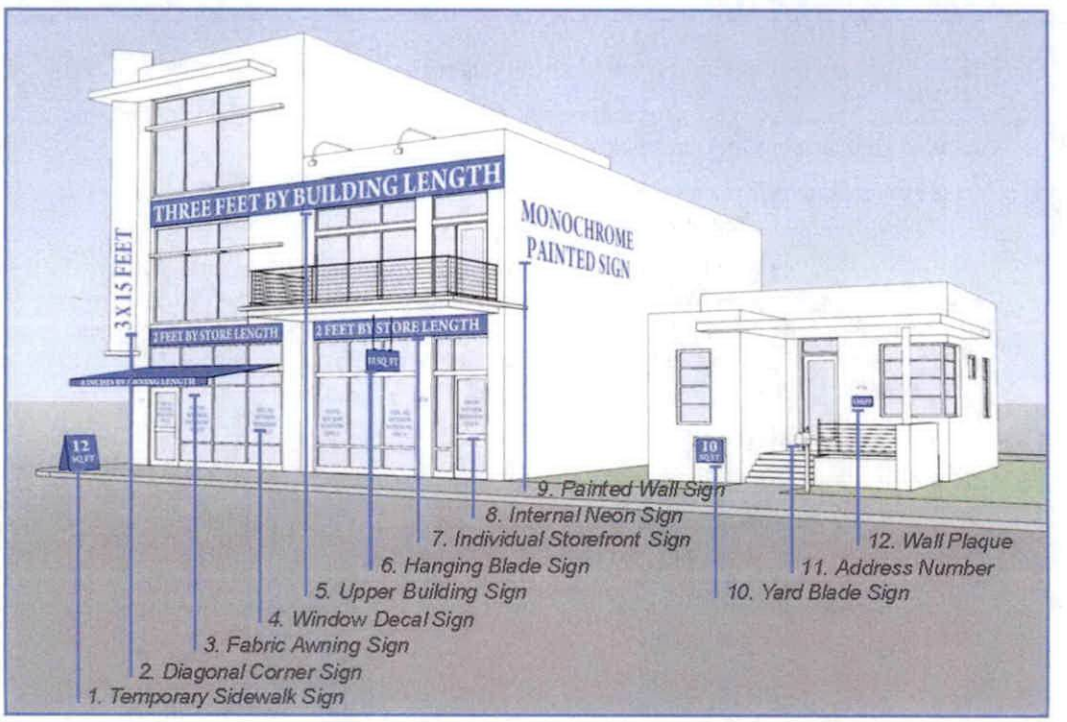


Illustration 6: Signage Placement



The illustration above demonstrates the regulations of this Code as they apply to typical structures in T-5.

17. *Definitions*. Paragraph 64-3.I.17 provides definitions for terms in this section that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then the planning & zoning department shall determine the correct definition.

A-streets: those thoroughfares that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street."

Accessory dwelling unit: An apartment not greater than six hundred (600) square feet sharing ownership with a principal building; it may or may not be within an outbuilding.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A private frontage principally for retail use wherein the facade is an arched colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable fabric shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafes.

B-streets: those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian-supportive qualities, may meet a standard lower than that of A-streets. See "A-street."

Balconies: A platform projecting from an upper-story door that is enclosed with a balustrade and not supported by columns.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater, or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall. See Illustration 6.

Brew pub: An establishment licensed as and meeting the qualifications of a brewpub under the state alcoholic beverage control laws, including title 28, chapter 4A of the Code of Ala. 1975, which qualifications include but are not necessarily limited to the requirements that such brewpub must contain and operate a restaurant with a seating capacity of not less than eighty (80), and that the beer shall be sold at retail for on premises consumption only.

Building height: The vertical extent of a building measured in stories.

Building placement: The placement of a building on its property.

By right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater, or entertainment venue with less than one hundred-person occupancy load.

Canopy: A fixed metal or wood shading structure, cantilevered or otherwise entirely supported from a building, used for decoration or to protect outdoor spaces from sun, rain, and other natural conditions.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic parking reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil support: Private and non-profit functions that provide essential supports to the municipality.

Commercial: The term collectively defining workplace, office, retail, and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage, and height.

Corner property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle, and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A permeable wall, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. A fence may be of chain link only in limited conditions along side and rear yards and never in frontages.

Forecourt: A private frontage wherein a portion of the facade is close to the frontage line and remaining facade is set back from the frontage line.

Freestanding sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure (also referred to as pole signs).

Front setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments. Front setbacks are required on both primary and secondary frontages. See "primary frontage and secondary frontage."

Frontage: Both the public and private area extending from the building façade to the edge of the street pavement. Frontage is divided into private frontage and public frontage.

Frontage buildout: The percentage of the property width that is occupied by the building facade within the front setback.

Frontage line: A property line bordering a public frontage or thoroughfare.

Gallery: A frontage type wherein the facade is aligned close to the frontage line with an attached cantilevered balcony or lightweight colonnade overlapping the sidewalk.

Hedge: A foliated boundary formed by bushes, shrubs, or climbing vines spaced less than three (3) feet apart.

Home office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs.

Liner building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron, and maneuvering room.

Lodging: A building use available for daily and weekly renting of bedrooms. Lodging uses include hotels, rooming houses, inns and bed & breakfast inns.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile historic development commission or *MHDC:* The city historic development commission established by chapter 44 of the Mobile City Code.

Monument sign: A monolithic at grade sign independent from any building or structure.

Mural: Any piece of artwork painted, tiled or otherwise applied directly on an exterior wall.

Net property area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking lot sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: An open air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Portable retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal building: The main building on a property, usually located toward the frontage.

Principal entrance: The main point of access for pedestrians into a building.

Primary frontage: The private frontage designated to bear the address, principal entrance of the building, and the measure of minimum property width. See "frontage."

Private frontage: The privately held layer between the frontage line and the required setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property line: The boundary that legally and geometrically demarcates a property.

Property width: The length of the principal frontage line of a property.

Public frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating plan: A zoning map or set of maps that show the zoning districts, transect sub-districts, municipal districts, special districts, special requirements, noise districts, and frontage assignments of areas subject to, or potentially subject to, regulation by this section.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units, and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary frontage: A private frontage that is not the principal frontage.

Setback: The area of a property measured from the property line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments.

Service area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special district (SD): An area that, by its intrinsic function, placement, or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this section.

Stoop: An exterior stair and landing at the building entrance. Stoops may be covered by a roof structure supported by columns or wall brackets.

Story: A habitable level within a building by which height is measured, excluding an attic or raised basement.

Streetscreen: A freestanding wall or fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

This section: Refers to section 3 "Districts" of chapter 64 "Zoning" of the City of Mobile Code.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted, and are generally of a cohesive design for specific areas or types. Wayfinding signs may be mounted on utility poles. Wayfinding signs are not advertisements for individual businesses.

Chapter 64 Unified Development Code

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Appendix A Downtown Development District

Section 1 Authority and Intent

A. Purpose. This Appendix is zoning code for the Downtown Development District ("DDD") as defined herein. The new code may be known as and referred to as the "DDD Code."

B. Authorization. The City Council adopted the DDD code pursuant to the authority of Alabama Code § § 11-52-70–11-52-84 (1975).

C. Intent. The DDD Code is intended to:

1. Implement the purposes and objectives of the City's Comprehensive Plan, including the New Plan for Mobile;

2. Guide the siting, form and use of private property and buildings to support walkability, safe streets and safe public spaces;

3. Guide building siting and form to vary by context and intensity in coordination with community identity and preferences;

4. Build on the work of the Mobile Historic Development Commission in protecting and enhancing the historic and cultural heritage of the City's historic downtown.

Section 2 Applicability

A. Generally. The provisions of the DDD Code shall be the complete zoning code for the DDD. Where the DDD Code is in conflict with engineering ordinances, with the exception of the Storm Water Management and Flood Control Ordinance, the DDD Code shall govern. Where the DDD Code is silent on engineering issues, engineering ordinances shall govern. Where the DDD Code is in conflict with lot sizes allowed by the Subdivision Regulations, the DDD Code shall govern.

B. Geography. The DDD code applies to all properties located within the DDD as depicted on the adopted Zoning Map.

C. Terms used throughout the DDD Code shall take their commonly accepted meanings or as defined herein (the "definitions"). In the event conflicts arise between the definitions in this Appendix and definitions in the existing local codes, the definitions in this Appendix take precedence.

D. The definitions contain regulatory language that is integral to the DDD Code

Section 3 Establishment of Sub-Districts

A. Sub-Districts. The DDD is divided into the following zoning sub-districts, referred to herein as transect sub-districts, and special districts:

1. T-6: a mixed-use district of high intensity.
2. T-5: a mixed-use district of medium intensity. T-5 is further subdivided into T-5.1 and T-5.2 sub-districts.
3. T-4: a mixed-use district of low intensity, primarily residential uses and neighborhood retail.
4. T-3: a low-density residential district.
5. SD-WH: a special district established to guide the redevelopment of the portion of the DDD primarily dedicated to warehousing, manufacturing and buildings of similar characteristics.
6. Municipal: a district for sites dedicated for public buildings, museums and public open spaces, such as Plazas or parks.
7. Open: a district for sites dedicated to public open spaces, such as Plazas or parks.
8. SD: all special districts except SD-WH require a master plan be completed in coordination with the Department. Transect sub-districts are assigned through the master plan process. Master plans shall be approved by the Planning Commission and the City Council.

B. Transect sub-districts and special districts. The transect sub-districts and special district boundaries are as shown on the DDD regulating plan as depicted on the adopted Zoning Map. Unless

otherwise noted, transect sub-district boundaries are mapped along thoroughfare centerlines, and rear property lines and side property lines.

C. T-5 sub-districts. Regulations of this Appendix pertaining to T-5 apply to all sub-districts of T-5.

D. Planned Developments are not applicable within the DDD. Planned Developments as set forth in Article 2 of Chapter 64 of the City Code, are not applicable within the DDD.

Section 4 Administration, Instruction, Amendments and Variances

A. Administration

1. The administration of the plan review process within the Downtown Development District (DDD) shall be conducted by the Consolidated Review Committee (CRC) which shall have a maximum of five (5) members, and comprised of a representative from Planning & Zoning, an architect from the A/E Department, a representative from the Historic Development Department and up to two (2) other designees as the mayor may appoint. The actions of the Consolidated Review Committee shall be coordinated by the Planning & Zoning Department. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

   (a) The CRC shall be authorized to make minor adjustments to Site, Place and Building Design Documents so that minor deviations may be resolved administratively. Minor adjustments shall be limited to:

   (1) Landscaping and tree requirements;

   (2) Dimensional adjustments that do not constitute an increase or decrease of more than fifteen (15) percent for the following design elements: awnings, balconies, canopies, galleries, Stoops, terraces and signage.

   (3) Alternate building materials may be considered where the materials proposed are considered equivalent or better than the materials listed and regionally-available materials are preferred.

   (4) Transparency requirements for windows may be reduced up to

five (5) percent of the minimum percentage required.

(b) The CRC is not authorized to approve dimensional adjustments for lot size, setbacks or building heights.

B. Instructions

1. This Section sets forth the standards applicable to the development and substantial improvement of structures and other elements of the built environment within private properties.

2. Plans required by this Section are subject to approval by the Planning & Zoning Department (herein referred to as Planning & Zoning).

3. All applications for development in the DDD require predevelopment meetings. The predevelopment meetings shall include the applicant, the applicant's design professionals, the associated City Departments, and the CRC. Planning & Zoning will be responsible for ensuring the applicable City Departments attend any predevelopment meetings. Predevelopment meetings will be scheduled at the request of the applicant.

4. This Section requires two types of submittals: Site Plan and Building Design Documents. The Building Design Documents required for zoning review do not include construction documents required for building permit review. Both sets shall be submitted together. Building Design Documents and Site Plans shall be sealed by a licensed design professional with the exception of a site plan for a single-family, detached dwelling less than three (3) stories.

5. Site Plans submitted for approval shall comply with:

(a) Nonconformities, if any see Section 5 below;

(b) Property use restrictions, see Table A-8.1 Use Table

(c) Property standards see Appendix ASection 9A;

(d) Building placement standards see Appendix ASection 9B;

(e) Parking standards see Appendix ASection 9C;

(f) Garbage collection standards see Appendix ASection 9D.

6. Building design documents submitted for approval shall demonstrate compliance with:

(a) Building and parking deck height standards, see Appendix ASection 10A;

(b) Building material standards see Appendix ASection 10B;

(c) Building frontage standards see Appendix ASection 10C;

(d) Signage standards see Appendix ASection 11.

7. Work in Historic Districts. All properties located in the DDD and a local Historic District shall, in addition to complying with the development and use standards of this Appendix, receive a Certificate of Appropriateness from the Architectural Review Board as required by Chapter 44-76 of the City Code prior to receiving a Building Permit and/or undertaking work. Any deviation from the DDD requirements, as may be required by the ARB, will require a zoning variance prior to receiving a Building Permit and/or undertaking work.

C. Conditional Use Permit. Uses in the Use Table identified by "C" in any column are permitted only if a Conditional Use Permit is approved by the City Council (see Article 5, Procedures).

Conditional Use Permits are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the City Council. See Article 10 for application information.

D. Special Exception. Uses in the chart identified by "S" in any column are permitted in that particular district upon approval of a Special Exception by the Board of Adjustment, according to the criteria listed in this Appendix and Chapter 64, Articles 5 and 10. Such uses are also subject to any conditions and limitations imposed by the Board of Adjustment.

E. Regulating Plan amendments

1. Adjustments to the transect sub-district and special district boundaries are limited to the following:

   (a) Increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested. Adjustments to transect sub-districts require approval by the Planning Commission and City Council.

   (b) Reconciliations of transect sub-district require approval by the Planning Commission and City Council.

   (c) Modifications of boundaries resulting in a change from SD-WH to an adjacent mapped transect sub-district require approval by the Planning Commission and City Council.

2. Master plans executed for Special District according to Appendix ASection 3 that assign or modify transect sub-district and special district boundaries must be recorded as an amendment to the Regulating Plan.

3. Amendments to a Regulating Plan shall follow the Procedures and Submittal Requirements of Chapter 64, Articles 5 and 10.

F. Variances

1. An applicant may appeal any decision of the Department and/or the CRC to the Board of Adjustment.

2. An applicant may request a variance from the requirements of this Appendix.

3. All applications to the Board of Adjustment shall be filed pursuant to Articles 5 and 10 of the UDC.

Section 5 Nonconformities

A. Uses

1. Continuance of nonconforming uses. Except as hereinafter provided, the lawful operation of a nonconforming use, as such use existed on the effective date of this ordinance, or any amendment hereto, by which the use became a nonconforming use, may be continued. The number of dwelling units in a nonconforming dwelling use shall not be increased over the number of dwelling units existing in the nonconforming use on the effective date of this ordinance.

2. Expansion or enlargement of nonconforming uses. A nonconforming use may be expanded or enlarged only within the premises on which such nonconforming use was located on the effective date of this ordinance or on the effective date of any amendment hereto by which the use became a nonconforming use. Premises as used in this subsection shall mean the building in which the use is being carried on and the accessory buildings, appurtenances, driveways, parking and loading spaces, and the curtilage thereof.

3. Abandonment of nonconforming uses. A nonconforming use that has been abandoned or discontinued for a period of two (2) years shall not thereafter be re-established.

B. Structures

1. Continuance of nonconforming structures. Except as hereinafter provided, any nonconforming structure may be occupied and operated and maintained in a state of good repair.

2. Expansion or enlargement of nonconforming structures. A nonconforming structure may be expanded or enlarged on the premises owned on the effective date of this ordinance or on the effective date of

any amendment hereto by which the structure became a nonconforming structure; provided, however, that the enlargement or expansion shall conform to the requirements of the DDD code.

3. Restoration of damaged nonconforming structures. A nonconforming structure damaged in any manner and from any cause whatsoever may be restored, provided restoration is begun within one (1) year and completed within two (2) years of the date of the damage. The board of adjustment may grant an extension of the one-year or two-year period upon application and showing of hardship.

C. Parking lots

1. Parking lots in existence as of the effective date of the original adoption of the Downtown Development District (May 13, 2014) were required to provide complaint screening and masking of parking lots no later than May 31, 2018.

2. Parking lots shall conform to the requirements Appendix ASection 9C.2(c) .

3. Existing evergreen vegetative buffers that accomplish the intent Appendix ASection 9C.2(c) are an acceptable alternative, provided they are maintained.

4. For properties along Broad, Beauregard, Water and Canal Streets, compliance shall coincide with the completion of physical improvements for the City projects along said streets adjacent to the property.

5. Location of required masking is subject to line of sight review and approval by Traffic Engineering.

6. Any parking lot that fails to timely conform shall be deemed an unlawful use and shall be discontinued.

Section 6 Complete Demolition Permits

A. Permit

1. Any applicant seeking a permit for complete demolition within the DDD must provide the Department with the following minimum information:

   (a) The date the owner acquired the property, purchase price and condition on date of acquisition;

   (b) If and when the structure has been cited or received a notice of violation of the City Code;

   (c) Documentation whether the owner has complied with or attempted to bring the building into compliance with the City's International Property Maintenance Code (IPMC) and International Existing Building Code (IEBC) and if not, why. The amount of money it will cost to bring the building into minimal compliance with IPMC and/or rectify any notices of violation;

   (d) Whether the property has been listed for sale, prices asked and offers received, if any;

   (e) Redevelopment plans for the property in question, the amounts expended upon such plans and the dates of such expenditures;

   (f) The opinion from a licensed structural engineer that the structure is in danger of collapse, if the applicant proposes the demolition in order to protect public health and safety;

   (g) Any such other information as may reasonably be required by the Department.

   (h) The above notwithstanding, if the applicant is able to produce substantial evidence that the structure is beyond repair and

structurally unsound, the consolidated review committee may recommend approval of a permit application for demolition based on this evidence alone.

2. Department Review. Upon review of the above information, the Department may approve or deny the demolition permit based on the following criteria:

   (a) Whether the demolition will impair the unique character of the DDD;

   (b) Whether there are redevelopment plans for the site;

   (c) Whether the redevelopment plans conform to the DDD code;

   (d) Whether the demolition of the structure in question is necessary for the public health and safety due to the physical condition of the structure.

3. Administrative Appeal. Any applicant denied a demolition permit by operation of this Code may file an Administrative Appeal in accordance with Chapter 64, Articles 5 and 10, to the Board of Adjustment (BZA). The BZA may permit the structure to be demolished if it finds the structure is a hazard to the public health and safety due to its condition or that the enforcement of the DDD Code presents an unreasonable economic hardship on the owner.

   (a) This exception for unreasonable economic hardship shall be applicable to owners (or the owner's assignee or lessee) of structures who have expended significant sums of money on development plans involving the demolition of such structures.

   (b) In determining whether to grant an Administrative Appeal under this exception, the BZA shall weigh the economic hardship and investment expectations of the owner (or the owner's assignee or lessee) against the potential damage to the structure and of the

surrounding built environment in question.

(c) The mere purchase of a structure for future development without further development expenditures shall not be classified as an unreasonable economic hardship.

4. An owner or authorized representative of an owner appealing to the BZA shall submit by affidavit to the BZA at least the following:

(a) Replacement construction plans for the property in question and amounts expended upon such plans, including an itemization of each and every expenditure, and the dates of such expenditures.

(b) Whether there are definite plans for reuse of the property if the proposed demolition is carried out.

Section 7 Noise Restrictions in the DDD

A. Applicability. The noise regulations in section 39-96 of the City Code shall apply throughout the DDD. The noise restriction regulations in paragraph 39-96.1 of the City Code shall apply to all sub-districts where residential uses are allowed by right.

Section 8 Use Table

A. Property use restrictions

1. Property use is limited according to Table A-8.2 Use Table.

2. Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.

Table A-8.2 Use Table

Use Category	Use Sub-Category	Transect Sub and Special Districts							
		T-3	T-4	T-5		T-6	SD-WH	Muni	Open
				.1	.2				
Industrial	Warehousing & Mini-Storage			R	R[4]	R	R		
	Mixed-use Light Manufacturing Component			R	R[4]	R	R		
	Manufacturing-Light (5,000 sf max, non-toxic)			R	R[4]	R	R		
	Manufacturing-Heavy (over 5000 sf, non-toxic)						R		
	Processing of Food and Beverage Products						R		
	Laboratory Facility				R[4]	R	R		
	Distribution Facility						R		
Utilities	Minor	R	R	R	R	R	R		
	Intermediate	S	S	R	R	R	R		
	Major				C	C	C		
Agricultural	Nursery Stock Growing, Processing & Sales		R	R	R[4]	R	R		
	Produce Growing, Processing & Sales		R	R	R[4]	R	R		
Education	Private Educational Facility (Daycare)	R	R	R	R[5]	R	R		
	Private Educational Facility (Elementary)		R	R	R[5]	R	R		
	Private Educational Facility (All Levels)			R	R	R	R		
Civic Support	Religious institution (including educational)	R	R	R	R	R	R		
	Funeral home		R	R	R[4]	R	R		
	Hospital, medical offices, veterinary medicine, ambulance service		R	R	R[4]	R	R		
	Mystic society meeting hall		R	R	R	R	R		
	Museum	C	R	R	R	R	R	R	R
	Park / Open Space	C	R	R	R	R	R	R	R
	Government Building	C	R	R	R	R	R	R	R
Automotive	Automotive Services-Light (5,000 sf max)			R	R[4]	R	R		
	Automotive Services-Heavy (over 5000 sf)						R		
	Parking Structure				R	R	R	R	
	Gas Station			S	S	S	S		
Residential	Single-Family Dwelling	R	R	R	R	R	R		
	Two-Family Dwelling	R	R	R	R	R	R		
	Multi-Family Dwelling		R	R	R	R	R		

Use Category	Use Sub-Category	Transect Sub and Special Districts							
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	Muni	Open
	Accessory Dwelling Unit	R	R	R			R		
	Senior & Elderly Housing	R	R	R	R	R	R		
	Nursing & Retirement Housing	R_5	R	R	R_5	R	R		
	Boarding Houses & Dormitories	R_4	R	R	R_4	R	R		
	Homeless & Emergency Shelter		S	S	S_6	S	S		
	Mixed-use Residential Component		R	R	R	R	R		
Lodging	Hotel (no room limit)				R	R	R		
	Inn (up to 20 rooms)		R	R	R	R	R		
	Bed and Breakfast (up to 5 rooms)	R	R	R	R	R	R		
	Short-Term Rentals	R	R	R	R	R	R		
Office	Home-office (non-primary use)	R	R	R	R	R	R		
	Live-work (office up to 15% of building sf.)	R	R	R	R	R	R		
	Work-live (office up to 80% of building sf.)		R	R	R	R	R		
	Mixed-use Office Component		R	R	R	R	R		
	Office Building		R	R	R	R	R		
Communications Facilities	Class 1 (*See Note 3*)	R	R	R	R	R	R	R	R
	Class 2 and 3 (*See Note 3*)	S	S	S	S	S	R	S	S
	Class 4 (*See Note 3*)			S	S	S	S	S	S
Commercial	Live-work (retail up to 15% of building sf.)	R	R	R	R	R	R		
	Work-live (retail up to 80% of building sf.)		R	R	R	R	R		
	Mixed-use Retail Component		R	R	R	R	R		
	Retail Building		R	R	R	R	R		
	Café		R	R	R	R	R	R	R
	Restaurant, bar, catering, entertainment, theater or brewpub with occupancy load over 100 persons. *Occupancy load under 100 is permitted by right			S*	S*	R	R		
	Drive-Thru Retail		S	S	S	S	S		

Use Category	Use Sub-Category	Transect Sub and Special Districts						
		T-3	T-4	T-5 .1	T-5 .2	T-6	SD-WH	Muni	Open
Note 1: Parking, except structured parking, is subordinate to uses permitted under the DDD Code and shall not be used as a primary use on a property.									
Note 2: None of the above permitted uses include an "Adult entertainment Enterprise" as defined in Chapter 64, Article 4.									
Note 3: Must meet all criteria and requirements set forth in Chapter 64, Article 4.									
Note 4: Uses not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									
Note 5: Uses require a Conditional Use Permit on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									
Note 6: Homeless Shelter use not allowed on property bound by Civic Center Drive to the North, Claiborne Street to the east, Canal Street to the south, and Lawrence Street to the west.									

R – By Right
S – By Special Exception
C – By Conditional Use Permit

Section 9 Site Plan Standards

A. Property Standards

1. Frontage. The portion of a property abutting a right-of-way is assigned a primary frontage or secondary frontage as follows:

   (a) Properties abutting more than one (1) street shall designate a primary frontage. The primary frontage shall be an A street if one (1) is abutted.

   (b) Elements of the built environment within the front Setback are subject to all the requirements of Appendix A Section 10 C below.

2. Property Width Restrictions. Newly platted properties, subdivisions of existing properties and newly assembled properties shall comply with the following property width restrictions as measured along their primary frontage:

   (a) T-3: Forty (40) feet minimum, one hundred twenty (120) feet maximum. Along the east side of Lawrence Street between Civic Center Drive and Canal Street, the minimum frontage width shall be thirty (30) feet minimum.

   (b) T-4: Eighteen (18) feet minimum, one hundred twenty (120) feet maximum.

   (c) T-5.1 & T-5.2: Fourteen (14) feet minimum, one hundred eighty (180) feet maximum.

   (d) T-6: Fourteen (14) feet minimum, no maximum.

   (e) Municipal and Open: No minimum or maximums.

   (f) In any sub-district, a property that exceeds the maximum property

size as set forth above and existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014), may be developed as one (1) property.

3. Property Assembly. Properties may be assembled with Planning Commission approval according to the following:

   (a) Where multiple properties to be assembled into a single property are within more than one (1) transect sub-district, the assembly requires a regulating plan amendment.

4. Setbacks and Number of Buildings per lot. The Setback and number of buildings per lot shall comply with the following standards as set out in Table A-9.1 Site Configuration:

Table A-9.1 Site Configuration

Sub-District	Element	Setbacks				Buildings Per Lot Enclosed conditioned space
		Primary Frontage[2]	Secondary Frontage	Side	Rear	
T-3	Primary Buildings	10 ft—18 ft[1] ;12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	5 ft min. ; 12 ft. max. along the east side of Lawrence Street between Canal Street and Civic Center Drive	10 ft min[1] ; Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	20 ft min. ; Unrestricted minimum on the east side of Lawrence Street between Canal Street and Civic Center Drive if fire rating requirements are met.	2 max
	Outbuildings	To rear of the Facade		Unrestricted if fire rating requirements are met		
	Parking			Unrestricted		
T-4	Primary buildings	12 ft max.[1]		Unrestricted if fire rating requirements are met		3 max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-5.1	Primary buildings	12 ft max[1]		Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-5.2	Primary Buildings	5 ft max.[1]	12 ft max.[1]	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade				
	Parking			Unrestricted		
T-6	Primary buildings	10 ft max.[1]	12 ft max.	Unrestricted if fire rating requirements are met		No max
	Outbuildings	To rear of the Facade at ground floor unrestricted upper stories				
	Parking			Unrestricted		
SD-WH	Primary buildings	10 ft max.	Unrestricted if fire rating requirements are met			No max
	Outbuildings	Unrestricted if fire rating requirements are met				
	Parking	Unrestricted				
Municipal	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				
Open	Primary buildings	Unrestricted if fire rating requirements are met				No max.
	Outbuildings					
	Parking	Unrestricted				

[1]May match Setbacks of adjacent buildings (along the same street frontage) where they differ from the standard.
[2]Buildings along Government Street may be set back an additional 12 feet beyond the maximum front Setback.

B. Building Placement Standards

1. Property coverage by buildings in T-3 and T-4 shall not exceed seventy-five (75) percent of net property area.

2. The number of buildings permitted on one (1) property shall not exceed the maximum buildings per property according to Table A-9.1 Site Configuration. Where multiple buildings occupy a single property a principal building shall be designated.

3. Buildings shall be set back from the boundaries of their properties according to Table A-9.1 Site Configuration. Buildings along Government Street may be set back an additional twelve (12) feet beyond the Table A-9.1 Site Configuration standards.

4. The Facade shall be parallel to the primary front property line. The primary entrance shall be through the Facade. Facades are not required to be parallel to the primary front property line within twenty (20) feet of corners.

C. Parking standards

1. Required vehicular parking.

   (a) Vehicular parking is not required in T-3, T-4, T-5 and SD-WH, Municipal or Open sub-districts, or for structures existing as of the effective date of the original adoption of the Downtown Development District (May 13, 2014).

   (b) Within T-6, parking shall be provided for all new construction at the

following minimum rates:

(1) Office: Three (3) spaces per one thousand (1,000) square feet.

(2) Lodging: One (1) space per bedroom.

(3) Residential: One (1) space per unit.

(4) Retail: no required parking.

(5) Restaurant and café: no required parking.

(c) On-street parking spaces in parking lanes corresponding to property frontages may be counted towards required parking in T-6. On-street parking shall remain available to the public and cannot be restricted to use by the fronting properties.

(d) Required parking in T-6 may be provided off-site by purchase or lease from a civic parking reserve or private parking lot or structure within one thousand, five hundred (1,500) feet of the property.

2. Vehicular parking design requirements.

(a) All off-street parking spaces and aisles shall meet AASHTO size and configuration standards.

(b) Parking structures and parking lots over twenty (20) spaces are prohibited in T-3 and T-4.

(c) For parking lots along frontages, one (1) of the following masking options is required:

(1) Liner buildings may be used to mask parking lots.

(2) A hedge, evergreen vines, other evergreen planting materials, combined with a metal Fence or masonry wall, with or without a hedge or evergreen plantings, may be used to mask parking lots.

Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(3) When parking lots are surfaced with crushed stone, brick, rolled concrete pavers or cellular grassed concrete pavers, masking requirements may be satisfied by trees spaced a maximum of thirty (30) feet on center.

(d) For parking structures along frontages, one (1) of the following masking options is required:

(1) Liner buildings shall wrap a minimum of seventy (70) percent of the width of parking structures at ground floor frontages.

(2) Within B-street frontages, a hedge, evergreen vines or other evergreen planting materials combined with a metal Fence or masonry wall, with or without a hedge, may be used to mask parking structures. Alternative materials for Fences or walls may be considered by the CRC provided the intent of masking is achieved and sufficient documentation is provided to justify allowance of the alternative material. Shrubs for hedges shall be a minimum of three (3) feet in height at the time of planting, evergreen vines or other evergreen planting materials shall be of a variety that will form an evergreen barrier as would be formed by a hedge; walls and Fences shall be a minimum of three (3) feet in height.

(e) One interior heritage tree shall be planted for every fifteen (15)

spaces for parking lots over fifty (50) spaces.

(f) Parking lot accessory structures.

(1) Attendant huts, pay kiosks and other structures shall be permitted in parking lots. Such accessory structures shall only be sized and used to shelter collection and security operations related to the parking use.

3. Vehicular parking access.

(a) Parking shall be accessed from the secondary frontage where available.

(b) Where secondary frontages are not available, parking may be accessed by driveways at the primary frontage provided the property width exceeds the following:

(1) T-3 & T-4: Forty-two (42) feet minimum.

(2) T-5: Fifty-four (54) feet minimum.

(3) T-6: Seventy-two (72) feet minimum.

(4) SD-WH: Fifty-four (54) feet minimum.

(c) Driveways are limited in width as follows:

(1) T-3 and T-4 are limited to ten (10) feet in width within the front setback along the frontage;

(2) T-5, T-6 and SD-WH are limited to twenty-five (25) feet in width within the frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where the width

may be thirty-six (36) feet in width within the frontage.

(d) Crushed stone surfaces shall be limited to driveways.

(e) Curb-cut standards and limits.

(1) Curb cuts shall meet specifications established in chapter 57 article IV, Driveways.

(2) The number of curb-cuts is limited as follows:

(3) T-3, T-4, T-5, T-6 and SD-WH districts are limited to a maximum of one (1) curb cut per lot per street frontage except for the west side of Claiborne Street between Civic Center Drive and Canal Street where they may be up to two (2) curb cuts per lot.

4. Bicycle parking.

(a) Property owners in T-5 and T-6 may install bicycle racks within the right-of-way adjacent to their frontage subject to the following restrictions:

(1) Bicycle racks shall be inverted-U, pole and ring, or removable ring types.

(2) Bicycle racks shall not be located within the following areas:

a. Within five (5) feet of fire hydrants.

b. Within four (4) feet of loading zones and bus stop markers.

c. Within three (3) feet of driveways and manholes.

d. Within two (2) feet of utility meters and tree boxes.

e. Sidewalks where the distance from the face of the curb to

the property line is less than seven (7) feet.

f. Bicycle racks parallel to the curb shall be set back from the curb two (2) feet. Bicycle racks perpendicular to the curb shall allow one (1) foot of distance between a bicycle properly locked and the curb. Where rings are added to existing poles, these requirements do not apply.

g. Bicycle rack placement shall not reduce the pedestrian sidewalk path to less than four (4) feet considering the placement of a fifty-six-centimeter (twenty-two-inch) bicycle properly locked.

h. Bicycle racks shall be spaced a minimum of thirty (30) inches where installed parallel to the curb and forty-eight (48) inches where installed perpendicular to the curb.

D. Garbage Collection Standards.

1. Garbage containers may only be placed on the sidewalk with the following restrictions:

   (a) Containers shall be removed from the public right-of-way within two (2) hours of garbage collection and shall not be placed in the right-of-way between 7:00 a.m. and 5:00 p.m.

   (b) Grease containers shall not be placed outside within twenty (20) feet of a sidewalk at any time.

2. Dumpsters.

   (a) The placement of a dumpster in the primary frontage or in the street right-of-way shall be prohibited.

   (b) Waste removal of a dumpster by a sanitation truck shall take place

entirely within the paved surface of the building site. The street right-of-way may not be used by the truck for maneuverability.

(c) All dumpsters shall be enclosed within an enclosure of at least the height of the dumpster which is being enclosed, but in no case to exceed eight (8) feet in height. The dumpster enclosure materials shall comply with materials as specified in Appendix A Section 10 B below, and may also be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied. The dumpster enclosure must be of sufficient size to allow for placement and removal of dumpster without causing damage to the enclosure.

(d) If required/provided, dumpster enclosures must be kept in good repair and condition by the property owners for the life of the dumpster/enclosure requirement.

(e) Construction dumpsters, used for construction projects, are exempt from this paragraph.

Section 10 Building Specifications

A. Building Specifications and Parking Deck Height Standards

1. Building height is measured in stories for each above-ground level according to the following:

   (a) Stories are measured from finished floor to finished ceiling.

   (b) Stories above the ground floor are limited to a maximum of fourteen (14) feet. Stories combined to exceed fourteen (14) feet are counted as multiple stories.

   (c) For residential uses, ground floor height exceeding eighteen (18) feet is counted as multiple stories.

   (d) For non-residential and mixed-uses, ground floor height exceeding twenty-five (25) feet in all transect sub-districts, and thirty-five (35) feet in SD-WH is counted as multiple stories.

   (e) Unfinished attics are not included in building height measurement.

   (f) Height may be increased to match structures on contiguous lots within the same transect sub-district.

   (g) For free-standing parking structures, building height is measured in feet.

2. Building height is limited to the following maximum heights:

   (a) Two (2) stories in T-3, except for buildings fronting the east side of Lawrence Street between Civic Center Drive and Canal Street where

the maximum height shall be three (3) stories, and in T-4,

(b) Three (3) stories in T-5.1,

(c) Five (5) stories in T-5.2, except for buildings fronting Bienville Square that may be up to eight (8) stories and except for buildings fronting the west side of Claiborne Street between Civic Center Drive and Canal Street that may be up to sixteen (16) stories; and

(d) Six (6) stories in SD-WH.

(e) In Municipal and Open sub-districts, height is limited to four (4) stories.

(f) There are no building height restrictions in T-6.

(g) Height may be increased to match structures on contiguous lots within the same transect sub-district.

3. Parking deck height is limited to the following maximum heights:

(a) Thirty-four (34) feet in T-5.1,

(b) Sixty (60) feet in T-5.2 except for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street, and SD-WH and Municipal, and

(c) Eighty (80) feet in T-5.2 for parking structures fronting the west side of Claiborne Street between Civic Center Drive and Canal Street and in T-6.

(d) For parking structures attached to a building(s) for at least fifty (50) percent of their total perimeter or eighty (80) percent of their perimeter along frontages, the parking structure height may exceed the limit provided they not exceed the eave height of the attached

building(s).

4. Ground floor non-residential uses shall have a minimum story height of fourteen (14) feet and ground floor residential uses shall have a minimum story height of ten (10) feet.

5. Outbuildings are limited to two (2) stories in T-3 and T-4, in all other transect sub-districts outbuildings shall be no higher than the principal building.

B. Building Materials Standards

1. Mechanical equipment including, but not limited to, electric meters, gas meters, water meters, exhaust fans, HVAC equipment and refuse storage shall not be located along frontages. Mechanical equipment must be masked if visible from the street or sidewalk.

2. All openings, including but not limited to Porches, galleries, doors and windows, with the exception of shopfronts, shall be square or vertical in proportion.

3. Exterior finish.

   (a) Where multiple exterior materials are used on a single building, they shall only be combined on each Facade horizontally, with the heavier material below the lighter.

   (b) Exterior finish in T-3, T-4, T-5 and T-6, Municipal, and Open sub-districts shall be wood or cementitious clapboard, shingles, board and batten, stucco, brick or stone.

4. Roofs.

   (a) Roofing material in T-3, T-4, T-5 and T-6 sub-districts shall be tile, standing seam metal, metal shingles, five v-crimp and shingles

including: asphalt, fiberglass, cement fiber, wood or slate. Built-up or membrane roofing shall only be used on roofs with slopes less than three (3) and twelve (12) where hidden from view from the public right-of-way. Modern synthetic materials designed to resemble acceptable materials may be used. In Municipal and Open sub-districts, all roofing materials meeting applicable Building and Fire Code requirements are allowed (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) The following roofing materials are prohibited in all sub-districts except for Municipal and Open sub-districts: corrugated fiberglass, asphalt roll roofing, corrugated metal, panel & batten, colored metal.

(c) Rooftop equipment such as turbine vents, skylights, satellite dishes, and T.V. antennae shall not be visible from the street.

5. Foundations.

(a) Foundation requirements do not apply to slab on grade construction as allowed in the following frontage types: common entry, pedestrian forecourt, vehicular forecourt, Gallery and Shopfront.

(b) Foundations of new additions may match those of the existing building.

(c) Raised foundations in T-3, T-4, T-5 and T-6 sub-districts shall be pier and fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction, or raised slab foundations with piers faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review

Board, which may limit size, design and material choices).

(d) Lattice, if used in T-3, T-4, T-5 and T-6 sub-districts, should be hung below the skirt board or siding between the piers and framed with trim. Lattice secured to the face of the foundation is inappropriate.

(e) Any solid infill in T-3, T-4, T-5 and T-6 sub-districts between the piers should be recessed.

(f) Foundations in T-3, T-4, T-5 and T-6 sub-districts shall be brick, stone, or stucco. Where another type of structural material is used, it must be faced with brick, stone or stucco. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(g) The following foundation materials are prohibited in T-3, T-4, T-5 and T-6 sub-districts: metal infill, plywood panels, mineral board panels, plastic or vinyl sheeting, unfinished concrete block, wood piers, imitation brick or stone, vinyl lattice. Wood supports are acceptable for wood stairs. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

6. Fences and Walls.

(a) Fences and walls shall only be permitted in frontages where explicitly allowed in the frontage standards.

(b) A Fence or wall may be installed along the side and rear property lines beyond the front façade of the building, with a maximum height

of eight (8) feet (up to ten (10) feet may be approved in SD-WH).

(c) Unimproved lots may have Fences with a maximum height of six (6) feet along any property line.

(d) Materials.

(1) Fences shall be made of wood picket, wood slat, wood lattice, iron, steel or aluminum that appears to be iron.

(2) Walls shall be made of brick, stone or stucco over masonry.

(3) In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in (e) below (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(4) Fence and wall material may be allowed in combination as approved by the CRC and ARB as applicable.

(e) Prohibited Fence materials.

(1) Barbed and concertina wire is prohibited in frontages and in all areas that are visible from frontages.

(2) Chain-link Fences are prohibited in frontages and only allowed along interior property lines behind the façade of the building.

7. Transparency.

(a) The use of Reflective Glass is prohibited along public frontages within the first six (6) stories from the ground level. Tinted Glass may be allowed as follows:

(1) A minimum visible transmittance rating of .78 for all glass on

the first and second floors. Awnings are preferable to tint if solar gain is an issue. On third stories and above, a minimum transmittance rating of .68 if an awning or sun screen is not a viable or preferred option.

(b) All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

(c) Security bars on windows or doors shall not be visible from the street.

C. Building Frontage Standards

1. Frontages general.

(a) The frontage is the area of a property that faces a street or other public space and an assembly of components within that area. Frontage components include:

(1) The building Facade;

(2) Structures that project from the Facade such as Porches, Terraces, Stoops, Awnings, Canopies and bay windows;

(3) Any front yard landscape elements between the building Facade and the public street or space.

(b) Frontage build-out shall be a minimum of eighty (80) percent in T-5.1, and one hundred (100) percent in T-5.2 and T-6. There are no frontage build-out minimums in other sub-districts. In the absence of a building Facade along any part of a frontage in T-5 or T-6 up to the minimum required frontage build out, a streetscreen is required

as follows:

(1) Streetscreens shall be between four (4) and eight (8) feet in height.

(2) Openings in the streetscreen for vehicular access shall be no wider than thirty (30) feet.

(3) Streetscreens shall be made of the following materials: brick, stone, stucco over masonry, iron, steel or aluminum that appears to be iron. Non-opaque streetscreens require planting behind to increase opacity.

(4) Streetscreens are not considered Fences for the purposes of the regulations of this section.

(c) Frontages are divided into the following types: lawn, terrace, Stoop, common entry, pedestrian forecourt, vehicular forecourt, Gallery, and shopfront.

(d) Property owners shall designate which frontage type corresponds to the building(s) they own or are proposing to build and shall comply with the standards for that type when new construction or substantial improvement is proposed, or when the frontage type is changed or when the primary frontage of the property is redesignated to another street on a corner lot. New additions to existing buildings are not required to designate frontage types.

(e) A shop front frontage is required for all ground floor commercial uses fronting the A-Street portions of Dauphin, Conti and St. Joseph Streets shown on the Zoning Map. All other T-5 and T-6 ground floor commercial uses must have transparent windows covering a minimum of thirty (30) percent of the surface between two (2) and

twelve (12) feet above the abutting sidewalk.

(f) Where buildings have multiple frontages or multiple buildings are located on one (1) property, similar frontage types should be selected for all frontages.

(g) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(h) Loading docks and service areas up to a combined width of thirty (30) feet may be incorporated into frontages as follows:

(1) At secondary frontages towards the rear of the property.

(2) At primary frontages where properties have no secondary frontage and property width exceeds one hundred twenty (120) feet.

(3) At all frontages within SD-WH.

(i) First floor elevation requirements in this section may be exceeded where the one hundred-year flood plain (AE) and five hundred-year flood plain (X-shaded) requires buildings be raised beyond the specified ranges. Note: On commercial developments only, flood proofing may be used to achieve compliance with the storm water management and flood control ordinance and is an alternative to elevating the structure (see Chapter 17).

2. Encroachments general.

(a) Balconies may project from the façade three (3) feet and may extend into the right-of-way with a permit and right-of-way use agreement from the City Engineer.

(b) Permanent encroachments/permanent structures greater than three (3) feet in height constructed in the right-of-way require a permit from the City Engineer and a Right-of-Way Use Agreement. The right-of-way permit and the Right-of-Way Use Agreement may require procurement and maintenance of general liability insurance naming the City as an additional insured.

(c) Awnings shall not be considered permanent structures and do not require a permit from the City Engineer.

(d) Canopies shall not be considered permanent structures and do not require a permit from the City Engineer unless supported by a pole or column(s) located in the right-of-way.

(e) Awnings and canopies shall not be located within two (2) feet of any curb.

3. Frontage Standards. Additions to Existing Buildings.

(a) Additions to existing buildings in general.

(1) Existing nonconforming buildings are not required to meet frontage type requirements unless the frontage is reoriented.

(2) Additions to existing buildings may match the foundations, Porch depth and finished floor elevations of the existing building.

(3) New addition encroachments into the front Setback are

permitted as follows:

a. Porches, stairs, Stoops and ramps may encroach into the front Setback as follows:

1. Up to fifty (50) percent of the front Setback depth in T-3 and one hundred (100) percent in all other sub-districts.

2. Porches shall be no less than eight (8) feet deep in T-3, and five (5) feet deep in T-4.

(b) Additions to existing buildings in T-3 sub-districts.

(1) The finished floor elevation, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line if it does not match that of the existing structure.

(2) The front yard may be raised up to thirty-six (36) inches above sidewalk grade to form a terrace.

(3) A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) Shopfronts and galleries are prohibited in T-3.

(c) Additions to existing buildings in T-4 sub-districts.

(1) The first floor finished floor elevation, if it does not match the existing, shall be between sixteen (16) and forty-eight (48) inches above average grade along the front property line. If a shopfront frontage is incorporated, the finished floor may be at sidewalk level.

(2) The front yard may be raised up to thirty-six (36) inches above

sidewalk grade to form a terrace.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

(4) T-4 Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) Shopfronts maybe permitted in T-4. Galleries are prohibited.

(d) Additions to existing buildings in T-5 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-5.2.

(4) Walkways providing access to the building entrances are limited to one (1) per entrance no wider than five (5) feet each.

(5) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(6) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not

exceed six hundred (600) square feet in yard area.

(7) Shopfronts and galleries are permitted in T-5.

(e) Additions to existing buildings in T-6 sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A Fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of four (4) feet. Wood Fences are not allowed in T-6.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in T-6.

(f) Additions to existing buildings in SD-WH sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line.

(2) A raised terrace is permitted in the frontage up to twenty (20)

inches above sidewalk grade.

(3) An iron Fence with or without masonry piers is permitted at the front property line and the side lot lines to the Facade of the building, with a maximum height of six feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the Facade recessed more than the maximum front Setback. The primary entry courtyard shall not exceed one thousand, six hundred (1,600) square feet in yard area.

(6) Shopfronts may be permitted in SD-WH. Galleries are prohibited.

(g) Additions to existing buildings in Municipal and Open sub-districts.

(1) The finished floor elevation, if it does not match the existing, shall be a maximum of thirty (30) inches above average grade along the front property line, or as required to comply with flood elevation requirements.

(2) A raised terrace is permitted in the frontage up to twenty (20) inches above sidewalk grade.

(3) A fence with or without masonry piers is permitted at the front property line and the side lot lines to the façade of the building, with a maximum height of ten (10) feet.

(4) Frontages may be paved up to one hundred (100) percent of their area. Paving may consist of unit masonry, concrete, asphalt or aggregate (projects within local historic districts require

review and approval by the Architectural Review Board, which may limit size, design and material choices).

(5) A primary entry courtyard may be incorporated into the frontage with a portion of the facade recessed more than the maximum front setback. The primary entry courtyard shall not exceed one thousand six hundred (1,600) square feet in yard area.

(6) Shopfronts and galleries may be permitted in Municipal and Open sub-districts as noted in Table A-10.1.

Table A-10.1 Frontage Type Summary

Frontage Type	Transect Sub-Districts							
	T-3	T-4	T-5.1	T-5.2	T-6	SD-WH	Municipal	Open
Lawn	R	R				R	R	R
Terrace	R	R	R	R		R	R	R
Stoop		R	R	R	R	R	R	R
Common Entry		R	R	R		R	R	R
Pedestrian Forecourt			R	R	R	R	R	R
Vehicular Forecourt					R	R	R	R
Gallery			R	R	R		R	R
Shopfront		R	R	R	R	R	R	R

R - Allowed

Blank – Prohibited

4. Frontage Types and Standards for New Construction. See Table A-10.1 Frontage Type Summary

(a) Lawn (not permitted in T-5.1, T-5.2 or T-6).

(1) General characteristics: The Facade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a Porch or Stoop.

(2) The finished floor elevation of the first floor shall be a minimum of sixteen (16) inches and a maximum of forty-eight (48) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Encroachments into the front Setback are permitted as follows:

a. Porches, stairs and ramps may encroach into the front Setback up to fifty (50) percent of its depth in T-3 and one hundred (100) percent in T-4. Porches shall be no less than eight (8) feet deep in T-3 and four (4) feet deep in T-4.

b. Bay windows, roof overhangs, cornices, window and door surrounds and other Facade decorations may encroach into the front Setback up to two (2) feet.

c. Stoops may encroach into the front Setback up to four (4) feet.

d. Stoops may be covered by a roof structure supported by

columns or wall brackets.

(4) Fences may be permitted as follows:

a. A Fence or wall may be installed along the front property line and the side lot lines to the Facade of the building, with a maximum height of four (4) feet.

b. A Fence or wall may be installed along the side and rear property lines beyond the front Facade of the building, with a maximum height of eight (8) feet (up to ten (10) feet may be approved in SD-WH, Municipal and Open sub-districts).

c. Fences and walls shall be made of the following materials: wood picket, wood slat, wood lattice, iron or steel, brick, stone, stucco over masonry, aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(5) Walkways providing access to the primary entrance and secondary entrances are limited to one (1) per frontage no wider than five (5) feet each. These criteria do not apply to Municipal and Open sub-districts, which may have multiple walkways serving multiple entrances, with no restriction to number or width.

(6) Building foundations shall be brick, stone, or stucco pier and inset fill-panel construction, or chain wall construction with panels inset to resemble pier and infill panel construction. Infill between piers shall be brick, stone, stucco, wood lattice, or

vertical wood picket and shall be recessed so that piers protrude from the infill. In Municipal and Open sub-districts, there are no design or materials restrictions regarding foundations (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(b) Terrace (not permitted in T-6).

(1) General characteristics: The Facade is set back from the front property line by an elevated patio.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A raised terrace is required as follows:

a. A terrace between twenty (20) and thirty-six (36) inches above sidewalk grade shall encroach into the front Setback for one hundred (100) percent of the width of the Facade at the primary frontage, except where driveways are permitted in which case the terrace may occupy less than one hundred (100) percent of the frontage. Additions to existing non-compliant structures are not required to meet percentage-specified requirement.

b. The terrace shall be a minimum of eight (8) feet deep and may extend to the front property line. Terrace surfaces may

be paved or landscaped.

(4) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk or terrace.

(5) Fences and walls are allowed only when they are necessary as part of the terrace structure or to provide a safety railing. Walls

shall be brick, stone or stucco. Rails shall be iron, steel or aluminum that appears to be iron. In Municipal and Open sub-districts, there are no design or materials restrictions regarding fences, except as provided in 64-3.I.14.(g)(5) [projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices].

(6) In T-4, walkways providing access to secondary entrances are limited to one per entrance no wider than five (5) feet each.

(7) In T-5, SD-WH, Municipal and Open sub-districts, frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Terrace frontages may include all elements of a shopfront frontage located at the level of the terrace.

(c) Stoop (not permitted in T-3).

(1) General characteristics: The Facade is aligned close to the front property line with the first story elevated from the sidewalk for privacy, and an exterior stair and landing at the building entrance.

(2) The finished floor elevation of the first floor shall be a minimum of twenty (20) inches and a maximum of thirty-six (36) inches above average grade along the front property line, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) A Stoop is required as follows:

a. A masonry Stoop between twenty (20) and thirty-six (36) inches above sidewalk grade may encroach into the front

Setback at the primary entrance. Additional Stoops may be located at secondary entrances.

b. Stoops shall be between four (4) and six (6) feet deep.

c. Stoops may be recessed into the building Facade as an alternative to encroaching into the Setback.

d. Stairs providing access to a Porch or Stoop may encroach up to the property line.

e. Stoops may be covered by a roof structure supported by columns or wall brackets.

(4) An iron Fence with or without masonry piers is permitted at the front property line in T-4.

(5) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(d) Common entry (not permitted in T-3 or T-6).

(1) General characteristics: A single point of entry is provided for multiple units or uses in one (1) building.

(2) The finished floor elevation of the first floor shall be a no more than thirty (30) inches above average grade along the façade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Awnings are permitted as follows:

a. Awnings shall be fabric and may be fixed or movable.

b. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

c. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

d. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

e. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

1. That an awning covering only the primary entrance may extend a minimum of three (3) feet.

f. All awnings shall be set back from the curb a minimum of two (2) feet.

g. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(4) Stairs providing access to entrances may encroach up to the property line.

(5) An iron, steel or aluminum that appears to be iron Fence with or

without masonry piers is allowed at the front property line in T-4.

(6) In T-4, walkways providing access to the building entrances are limited to one per entrance no wider than five (5) feet each.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(8) Common entry frontages may include all elements of a shopfront frontage located at sidewalk level.

(e) Pedestrian forecourt (not permitted in T-3 or T-4).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary entrance.

b. The entry courtyard size limits are as follows:

1. T-5, T-6 and SD-WH sub-districts: no larger than six hundred (600) square feet.

2. Municipal and Open sub-districts: no larger than one

thousand six hundred (1,600) square feet.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(4) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary

entrance may extend a minimum of three (3) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(5) Pedestrian forecourt frontages may include all elements of a shopfront along front property lines and within the entry courtyard.

(6) Pedestrian forecourt frontages may include all elements of a Gallery frontage except within the entry courtyard.

(f) Vehicular forecourt (not permitted in T-3, T-4, T-5.1, T-5.2).

(1) General characteristics: A portion of the Facade is close to the front property line and remaining Facade is set back from the front property line to create an entry courtyard for vehicular access.

(2) Courtyards shall recess no more than fifty (50) percent of the building Facade.

(3) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(4) An entry courtyard is required as follows:

a. The entry courtyard shall be located at the primary

entrance.

b. The entry courtyard size limits are as follows:

1. T-6, SD-WH, Municipal and Open sub-districts: no larger than one thousand six hundred (1,600) square feet and shall be no wider than fifty (50) percent of the width of the frontage.

c. The entry courtyard shall be bound by building Facades on a minimum of two (2) sides.

d. The width of the entry courtyard counts toward frontage build out.

(5) Awnings and canopies are permitted as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6)

feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. Exceptions are:

   i That an awning covering only the primary entrance may extend a minimum of three (3) feet; and

   ii Awnings on vehicular forecourt frontages may extend twelve (12) feet except where installed as a Porte-Cochere in which case the maximum depth is thirty (30) feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(6) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(g) Gallery (not permitted in T-3, T-4, SD-WH).

(1) General characteristics: The Facade is aligned close to the front property line with an attached lightweight colonnade overlapping the sidewalk.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation

requirements.

(3) A Gallery is required as follows:

a. Galleries may encroach into the public right-of-way to within two (2) feet of the curb provided that a minimum five (5) feet of continuous, clear, paved pedestrian path be maintained along the public sidewalk. A right-of-way permit is required for galleries.

b. Galleries shall be a minimum of seven (7) feet in depth and twelve (12) feet in height.

c. Galleries in T-5 and T-6 sub-districts shall span a minimum of eighty (80) percent of the Facade without gaps.

(4) Galleries in T-5 and T-6 sub-districts shall be supported by columns, configured as follows:

a. Columns shall be centered on the spandrel beam.

b. Columns shall be round metal and have a diameter of three (3) inches minimum to six (6) inches maximum.

c. Columns shall have a base, shaft and capital.

d. Columns shall be located a minimum of seven (7) feet from the Facade.

(5) Gallery decks in T-5 and T-6 sub-districts shall be configured as follows:

a. Gallery decks shall be no more than nine (9) inches thick,

including all structure and surface.

b. Gallery deck structure shall be exposed.

c. Gallery decks shall be located above the top of transom windows.

(6) Galleries in applicable Municipal and Open sub-districts have no design or materials restrictions, except as needed to comply with building and fire codes (projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices).

(7) Upper story railings shall be painted metal.

(8) Upper story columns and railing posts shall align with columns below.

(9) Where galleries interrupt street lighting, a minimum of one-half (½) foot candle lighting shall be provided within the Gallery.

(10) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

(11) Gallery frontages may include all elements of a shopfront frontage.

Figure A-10.1 Shopfront Elevation Elements



Cornice: Trim required at the eave or top of parapet. May include one or more habitable floors for buildings over 6 stories.

Shaft: Determined by the building height.

Base: A minimum of 16 feet in height as measured from the average sidewalk grade at the building frontage. For buildings over 6 stories, the base should extend to the vertical extent of the second story.

(h) Shopfront (not permitted in T-3).

(1) General characteristics: The building Facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries. Shopfront frontages may be used alone as a frontage type or in combination with other frontage types.

(2) The finished floor elevation of the first floor shall be no more than eighteen (18) inches above average grade along the Facade, except at the entry, which shall be at grade, or in Municipal and Open sub-districts, as required to comply with flood elevation requirements.

(3) Shopfronts in T-4, T-5, T-6 and SD-WH sub-districts are subject to the following design requirements (Municipal and Open sub-districts are exempt from these requirements, however, projects within local historic districts require review and approval by the Architectural Review Board, which may limit size, design and material choices):

a. Shopfronts shall be designed with a bulkhead, display window and transom as generally described in Figure A-10.1

Shopfront Elevation Elements.

b. Bulkheads shall be eighteen (18) to thirty (30) inches in height.

c. Transom windows shall have dividing muntins and be free of signage.

d. Shopfront sign(s) shall be installed above transom windows.

e. Base height of a shopfront shall a minimum of sixteen (16) feet, measured from grade to top of base cornice.

(4) Shopfronts are subject to the following glazing and coverage requirements:

a. Shopfronts shall provide ground floor glazing (display windows) for visibility into interior spaces for no less than fifty (50) percent of the shopfront area, calculated separately for each frontage. The shopfront area width is defined by the width of the frontage and height is defined by the area between the sidewalk grade and the bottom of the second floor or roof structure.

b. Where shopfronts occur along primary frontages, they shall cover no less than eighty (80) percent of its length.

c. Where shopfronts occur along secondary frontages, they shall cover no less than thirty (30) percent of its length.

d. Entries may be recessed from the Facade up to eight (8) feet in depth.

(5) Ground floor movable commercial uses may utilize the public

sidewalk for seating, serving, displays of merchandise and other business related activities as long as a five-foot minimum clear sidewalk passage is maintained.

(6) Shopfront frontages not combined with other frontages may include awnings and canopies as follows:

a. Canopies shall be fixed and constructed of metal or wood.

1. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

b. Awnings shall be fabric and may be fixed or movable.

1. Awnings at ground floor level shall span a minimum of eighty (80) percent of the frontage without gaps except between separate businesses and where an awning covers only the primary entrance, it shall be the width of the primary entrance.

2. Awnings on the second floor or above shall cover only a window or door and shall be the width of the window or door.

3. An awning may be installed over doors on secondary frontages provided that it projects no more than six (6) feet from the building.

4. Awnings at the ground floor level shall extend from the Facade a minimum of six (6) feet and shall not extend beyond a terrace, if one exists. An exception is:

i That an awning covering only the primary entrance may extend a minimum of three (3)

feet.

5. All awnings shall be set back from the curb a minimum of two (2) feet.

6. A minimum of eight-foot clearance to the bottom of the frame shall be maintained above sidewalk.

(7) Frontages may be paved up to one hundred (100) percent of their area. Paving shall consist of unit masonry or concrete.

Section 11 Signage

A. General requirements

1. Signs must be permitted as specified in Article 10.

2. Signage may be permitted according to Table A 11.1, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type for each separate business except that building signs, corner signs and marquees are limited to one (1) per building and painted wall signs are limited to one (1) per secondary frontage and wall internal to a lot but visible from sidewalks.

3. Parking lots throughout the district may install one (1) parking sign.

4. Signage, if illuminated, shall be illuminated externally. Neon and back-lit, reverse channel signs are allowed. Internally-illuminated letters are not allowed.

5. One (1) address number, no larger than one (1) square foot, shall be attached to the building in proximity to the primary entrance.

6. Sign materials shall be compatible with the materials of the building on which it is placed and the district. New materials that achieve the effect of traditional materials and lighting solutions will be considered on a case by case basis.

7. Signage projecting forward from building walls exceeding one (1) foot in depth shall maintain a minimum eight (8) foot clearance above adjacent grade.

8. All signage permitted in this section except for yard signs may encroach into the right-of-way.

9. Painted murals may be permitted along secondary frontages and walls

internal to a property. Painted murals may include copy related to the building or business occupying the building, subject to the requirements of painted wall signs.

10. Banners that comply with Chapter 64, Article 4 of the City Code, as amended are permitted.

B. Neon and LED signs

1. Non-animated neon and LED signs are allowed inside storefront windows.

2. The maximum brightness levels for such signs shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness, during daylight hours.

3. The maximum brightness levels for such signs shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness, between sunset and sunrise, as those times are determined by the National Weather Service.

C. Upper building signs

1. A maximum of two (2) upper building signs a minimum of forty (40) feet above grade may be installed on two (2) separate Facades on buildings more than ten (10) stories high.

2. Upper building signs are limited to the following:

   (a) The identification of the building or the name of one (1) tenant of the building;

   (b) A maximum of eighty (80) percent of the width of the building wall

upon which it is placed;

(c) A maximum of one (1) horizontal or vertical line of letters or symbols;

(d) A maximum font size of eight (8) feet in any dimension;

(e) A maximum logo or emblem size of ten (10) feet in any dimension.

D. Abandonments

1. An abandoned sign must be removed within ninety (90) days from the: date official notice is given by the Department. Permanent on-site signs applicable to a business temporarily suspended because of a change in ownership or management of such business shall not be deemed abandonment unless property remains vacant for a period of six (6) months or more.

E. Residential uses, home offices and live-works in T-3 and T-4

1. Signage shall not be illuminated.

2. Home business signage may be permitted in accordance with Table A-11.1 Signage Standards, specifying the type, location and size of signs and copy. Signage is limited to one (1) of each permitted sign type per property.

Table A-11.1 Signage Standards

Sign Type	Restrictions			
	Number	Area	Copy	Sub-Districts
1. Sandwich Board	1 per business, shall be removed outside of business hours	Maximum 2 feet wide by 3 feet tall. Sandwich board shall not reduce pedestrian passage width to less than 4 feet	No restrictions	T-4, T-5, T-6, SD-WH
2. Diagonal Corner	1 per building at corners only, attached at a 45-degree angle	Maximum 3 ft. wide and 15 ft. tall	No restrictions	T-5, T-6, SD-WH
3. Fabric Awning	1 per awning	Maximum 8 inches tall by awning length	No restrictions	T-4, T-5, T-6, SD-WH
4. Window decal	1 per window (not including temporary signage within window)	Maximum 30% of window area	Applied decal within window	T-4, T-5, T-6, SD-WH
5. Upper Building	1 per building located within the frieze or upper portion of the storefront if there is not a frieze	Maximum 3-feet tall by building length, except for buildings fronting Claiborne Street between Civic Center Drive and Canal Street where it may be eight (8) feet tall by the building length.	No restrictions	T-4, T-5, T-6, SD-WH
6. Hanging Blade	1 per business	Maximum 10 sq. ft. each face	No restrictions	T-4, T-5, T-6, SD-WH
7. Individual Storefront	1 per business	Maximum 2 ft. tall by store length (or to fit within a frieze or architectural feature)	No restrictions	T-4, T-5, T-6, SD-WH
8. Internal Neon	1 per window (not including temporary signage within window)	Maximum 30% of window area	Neon or LED within window	T-4, T-5, T-6, SD-WH
9. Painted Wall	See signage requirement in the text of this Section	No restrictions	No restrictions	T-4, T-5, T-6, SD-WH
10. Yard Blade	1 per lot with home business or in non-residential use	Maximum 5 sq. ft.	No restrictions	T-3, T-4, T-5, T-6, SD-WH
11. Address Number	See signage requirements in the text of this Section	Maximum 1 sq. ft.	6 ft. high on wall, 4 ft. high on mailbox	T-3, T-4, T-5, T-6, SD-WH

Sign Type	Restrictions			
	Number	**Area**	**Copy**	**Sub-Districts**
12. Wall Plaque	1 per business (located on the building) 1 per parking lot (located on an architectural feature of the required parking lot screening)	Maximum: 2 sq. ft. in T-3, T-4, and 8 sq. ft. in T-5, T-6	No restrictions	T-3, T-4, T-5, T-6, SD-WH
13. Wayfinding Sign	May be located on right-of-way or private property, 1 per block or site	Maximum 5 ft. tall; Maximum 20 sq.f.t of signage per face, Maximum total of 50 sq.ft. of signage on all faces.	No Restrictions	Allowed on A Streets in T-4, T-5, T-6, SD-WH
14. Monument Sign	1 per site	Maximum 6 ft. tall; maximum 8 ft. wide; maximum 25 sq. ft. of signage each face, maximum total of 50 sq. ft. of signage on all faces.	No Restrictions	Allowed in T-4, T-5, SD-WH
15. Free-Standing/Pole Signs	1 per site	Maximum 8 ft. tall; maximum 5 ft. wide; maximum 20 sq. ft. of signage each face, maximum total of 40 sq. ft. of signage on all faces	No Restrictions	Allowed in T-4, T-5, SD-WH
16. Banners	1 per site; maximum of 3 occurrences per year, minimum of 30 days between occurrences	Maximum 4 ft. X; maximum 8 ft.; maximum 32 sq. ft. of banner material	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH
17. Parking Lot Identification Signs	1 per driveway	Maximum height 10 ft. (including mount); maximum 2 ft. tall; maximum 3 ft. wide; maximum 6 sq. ft. of signage	No Restrictions	Allowed in T-4, T-5, T-6 SD-WH

Figure A-11.1 Signage Standards



Section 12 Definitions

A. Provisions This subsection provides definitions for terms in this Appendix A that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this section, then Department shall determine the correct definition.

A-Streets: Those thoroughfares that by virtue of the pre-existing pedestrian supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See "B-Street".

Accessory Dwelling Unit: A secondary, independent living facility located in, or on the same lot as, a single-family residence. This includes a building or part of a building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling or a detached building on the same lot.

Alley: A right-of-way located between rear or side property lines, which provides access to adjacent properties.

Automotive: A building use category pertaining to the sale, servicing or parking of trucks and automobiles.

Arcade: A series of piers topped by arches that support a permanent roof over a sidewalk.

Architectural review board or *ARB:* The architectural review board established by chapter 44 of the Mobile City Code.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A fixed or movable, lightweight, rigid skeleton structure over which a covering is attached that provides weather protection and is wholly supported by the building to which it is attached.

B-Streets: Those thoroughfares that by virtue of their use, location or absence of pre-existing pedestrian supportive qualities, may meet a standard lower than that of A-Streets. See "A-Streets."

Balconies: An open habitable portion of an upper floor that extends beyond or is recessed within a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets.

Banner: Any sign of lightweight fabric or similar material that is securely mounted to a building.

Bar: A retail, theater or entertainment establishment with an occupancy load of more than one hundred (100) persons that serves alcohol.

Blade Sign: A sign made from rigid material mounted perpendicular to a building wall with one (1) side attached or supported by a device extending from a building wall.

Brewpub: An establishment licensed as and meeting the qualifications of a Brewpub under the state alcoholic beverage control laws, including Title 28, Chapter 4A of the Code of Ala. 1975, as amended.

Building Height: The vertical distance from grade to the highest finished roof surface in the case of flat roofs, or to a point at the average height of roofs having a pitch of more than one (1) foot in four and one-half (4½) feet. In the O-SH and DDD, the vertical extent of a building measured in stories, from finished grade.

Building Placement: The placement of a building on its property.

By Right: Characterizing a proposal or component of a proposal that complies with this Code and is permitted and processed administratively, without public hearing.

Cafe: A restaurant, bar, theater or entertainment venue with less than one hundred-(100) person occupancy load.

Canopy: A rigid structure over which a covering is attached that provides weather protection and is supported by the building to which it is attached, and which may or may not be attached to the ground at the outer end by at least one column or post.

Chapter: Refers to chapter 64 "Zoning" of the City Code.

Civic Parking Reserve: A parking structure or parking lot with no less than twenty (20) percent of total parking spaces available to the general public for parking. Parking may be free of charge or a fee may be charged for parking.

Civil Support: Private and non-profit functions that provide essential supports to the municipality.

Colonnade: A roofed structure, extending over the sidewalk and open to the street except for supporting columns or piers.

Complete Demolition: The razing of one or more structure(s).

Commercial: The term collectively defining workplace, office, retail and restaurant uses.

Configuration: The form of a building, based on its massing, private frontage and height.

Corner Property: A property abutting two (2) or more thoroughfares at their intersection, or two (2) parts of the same thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Driveway: A vehicular lane within a property, often leading to a garage.

Education: The function generally associated with school buildings. Educational uses include: business colleges, technical schools, vocational or trade schools, colleges, universities; elementary, middle and high schools; and kindergarten and children's daycare.

Encroach: To break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the public frontage, or above a height limit.

Encroachment: Any structural element that encroaches.

Facade: The exterior wall of a building that is set along a frontage line.

Fence: A barrier, independent of a building, made of wood picket, wood slat, wood lattice, iron or steel or aluminum that appears to be iron. In the DDD, a Fence may be of chain-link only in limited conditions along side and rear yards and never in frontages. See "Wall."

Forecourt: A private frontage wherein a portion of the Facade is close to the frontage line and remaining Facade is set back from the frontage line.

Freestanding Sign: Any sign supported by structures or posts that are placed on, or anchored in, the ground and that are independent from any building or other structure. This includes any monument sign or pole sign.

Front Setback: The distance from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of permitted encroachments.

Frontage: The portion of a site which faces a street right-of-way or civic space.

Frontage Buildout: The percentage of the property width that is occupied by the building Facade within the front Setback.

Frontage Line: A property line bordering a public frontage or thoroughfare.

Gallery: A platform attached to the building, typically extending over a sidewalk, which is supported from the ground by light-weight columns or other form of structural support. A Gallery may be multiple floors and may have a roof.

Hedge: A foliated boundary formed by bushes, shrubs or climbing vines spaced less than three (3) feet apart.

Historic District: A geographically defined area designated by the City Council in Chapter 44.

Historic District Guidelines: The general design standards applicable in considering the granting and denial of certificates of appropriateness adopted by the Architectural Review Board pursuant to Chapter 44, of the City Code.

Home Office: Non-retail commercial enterprises permitted under the office category, incidental to the primary residential building use.

Industrial: The use associated with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities and other business serving primarily industrial needs.

Liner Building: A thin building along the frontage of a parking deck or parking lot that masks the parking behind it.

Loading Dock: An area in which goods and products are moved on and off a vehicle, including the stall or berth, apron and maneuvering room.

Lodging: A building use available for daily or weekly renting of bedrooms or the entire space. Lodging uses include hotels, rooming houses, inns, bed & breakfast inns and short-term rentals.

Manufacturing: The use associated with a business or activity involving the creation, assemblage or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed Use: Multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency.

Mobile Historic Development Commission or *MHDC:* The City Historic Development Commission established by Chapter 44 of the Mobile City Code.

Mobile Tree Act: The common name of the local law enacted by the Alabama State Legislature (Act. No. 929, Acts of Alabama, 1961 Regular Session), as amended, for the purpose of protecting the trees on both public and private property within the incorporated areas of the City.

Mobile Tree Commission: The agency designated by the Alabama State Legislature to enforce the Mobile Tree Act.

Monument Sign: Ground mounted sign with a maximum height of six feet, where the base is at least 2/3rds of the sign width.

Mural: Any graphic painted or otherwise applied directly or indirectly on an exterior wall or to a panel attached to an exterior wall.

Net Property Area: The area of a property within the property lines, excluding any portions of street rights-of-way or other required dedications.

Office: The use associated with a business or activity involving the transaction of general business but excluding retail and manufacturing uses.

Outbuilding: Any detached building that is smaller than and separate from the main building of the lot.

Parking Lot: An area, other than a public street or alley, devoted to unenclosed parking spaces for motorized vehicles.

Parking Lot Sign: A sign to identify the entrance of a parking lot. Maximum height, including mount, is ten (10) feet.

Parking Structure: A building containing one (1) or more stories of vehicular parking above or below grade.

Porch: A roofed structure, typically attached at the ground floor of a building, typically open at the sides.

Portable Retail: Food and merchandise carts and vehicles that are mobile and can operate in a location for a few hours to a day at a time.

Porte-cochère: A roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Principal Building: The main building on a property, usually located toward the frontage.

Principal Entrance: The main point of access for pedestrians into a building.

Primary Frontage: The frontage of a site that establishes the orientation of the primary façade, and the primary pedestrian access.

Private Frontage: The privately held layer between the frontage line and the required Setback.

Property: A legal lot of record or parcel of land accommodating a building or buildings under single ownership.

Property Coverage: The percentage of a property that is covered by buildings and other roofed structures.

Property Line: The boundary that legally and geometrically demarcates a property.

Property Width: The length of the principal frontage line of a property.

Public Frontage: The area between the pavement of a thoroughfare and frontage lines.

Rear Setback: The distance from the rear property line to the point where a building may be constructed. This area shall be maintained clear of permanent structures.

Regulating Plan: Maps or set of maps that show the zoning sub-districts and street hierarchy(s) associated with form based districts such as the DDD.

Reflective glass: Window glass having a thin, translucent metallic or metallic oxide coating bonded to the exterior or interior surface to reflect a portion of the light and radiant heat that strikes it. The coating gives the exterior face of the glass a mirror-like appearance.

Required Parking: The number of parking spaces needed to accommodate a building or buildings on a single property according to the intensity of its function.

Residential: Characterizing premises available for long-term human dwelling. Includes accessory dwelling units, multiple-family dwellings, single-family dwellings, live-work units and supportive housing.

Retail: Premises available for the sale of merchandise, food service, entertainment, performance, and/or theater, and personal services such as hair salon, barber, seamstress or personal trainer, etc.

Restaurant: A retail establishment with greater than one hundred (100) person occupancy load that serves food.

Secondary Frontage: A frontage that is not the principal frontage.

Setback: The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Service Area: The portion of a property or building dedicated to service in the form of shipping and receiving, trash and recycling collection and storage, housing of mechanical equipment and outdoor storage areas.

Shopfront: A private frontage for retail and office uses with substantial glazing wherein the Facade is aligned close to the frontage line with the building entrance at sidewalk grade.

Sidewalk: The paved portion of the right-of-way and/or frontage dedicated exclusively to pedestrian activity.

Special District (SD): An area that, by its intrinsic function, placement or configuration, cannot or should not conform to one (1) or more of the normative transect sub-districts specified by this Appendix.

Stoop: A small, raised platform, with stairs or ramp, located at the entrance to a building, which may be covered by an awning, canopy or marquee.

Story: A habitable level within a building excluding a basement.

Streetscreen: A freestanding wall or Fence/planting combination built or located along the front property line, or on the same plane with a façade for the purpose of masking views and providing a street wall.

Terrace: A paved or landscaped front yard elevated above the grade of the sidewalk.

Thoroughfare: A way for use by vehicular and pedestrian traffic and to provide access to properties and open spaces, consisting of vehicular lanes and the public frontage.

Tinted glass: Window glass that has a chemical admixture to absorb a portion of the radiant heat and visible light that strikes it to filter out infrared solar energy, thereby reducing the solar heat gain.

Transect sub-district: A zoning sub-district used within the DDD standards to regulate the character of the built environment.

Utility, Intermediate: Facilities related to the local transport or storage of treated, untreated or wastewater, including water or sewage pumping stations, potable water storage facilities, regional stormwater storage facilities, and combined stormwater/ sewage storage facilities gas regulator station as well as neighborhood scale electric substations.

Utility, Major. A building or other structure for production or generation of utilities for consumption by the general public including any utility scale electric power generating station (including any stations that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric or tidal technologies), electric transmission line right-of-way for transmission lines with a capacity of 230 kilovolts (kv) or more, sewage treatment plant or potable water treatment facility.

Utility, Minor. All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services at a neighborhood or residential scale and may include storage for vehicles and equipment necessary to provide those services. This includes electric transmission or distribution lines with a capacity of 115 kilovolts (kv) or below, and residential scale electric power generation (including any generators that use fossil fuel, fuel cell, wind, solar, geothermal, hydroelectric, or tidal technologies), telephone exchanges, switch boxes, transformer boxes, and cap banks.

Wall: A barrier, independent of a building, made of masonry materials. See "Fence."

Wayfinding sign: A sign that is intended to direct pedestrian or vehicular traffic to specific areas or amenities. Wayfinding signs are not internally lighted and are generally of a cohesive design for specific

areas or types. Wayfinding signs are not advertisements for individual businesses.

64-069 2022

AN ORDINANCE TO AMEND THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Carroll and Jones

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64 -3.I. of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile City Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts within the Downtown Development District, be, and the same hereby are, amended so that they now read in full as set forth in the attached.

This amendment of the DDD Code set forth in the Zoning Ordinance, Chapter 64, Section 64-3.I shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code, Ordinance 64-017-2022) shall become effective on the date that the Uniform Development Code becomes effective, as set forth therein.

APPROVED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:08 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at west side of Todd Acres Drive, 2/5± mile
north of Hamilton Boulevard, extending
to the east side of the C.S.X. Railroad

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 15, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at west side of Todd Acres Drive, 2/5± mile north of Hamilton Boulevard, extending to the east side of the C.S.X. Railroad from R-A, Residential-Agricultural District to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of December, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 18th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above

described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 7, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **James E. Taylor Property** for a change in zoning from **R-A, Residential-Agricultural District to I-1, Light Industry District** for the property located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.** The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District to I-1, Light Industry District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE **2022**

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

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

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

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District to I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of

the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

adopted:

_____

Lisa Lambert, City Clerk

James E. Taylor Property
West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 24, 2022

Jason Linder
Linder Surveying
4330 County Road 3
Millry, Alabama 36558

Re: **West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022 (Rezoning)
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

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

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

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

a) **The changing conditions in a particular area make a change in the Ordinance necessary and desirable.**

The rezoning should be subject to the following conditions:

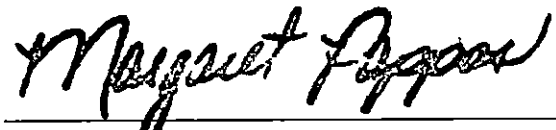
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $317.10. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **West side of Todd Acres Drive, 2/5± miles North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.**
Council District 4
ZON-002218-2022
James E. Taylor Property
Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

Planning & Zoning/City of Mobile
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Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

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

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com

August 24, 2022

City of Mobile
Planning and Zoning

RE: Rezoning Application of Parcel Numbers R023308344000012.000 and R023308344000014.000

The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.

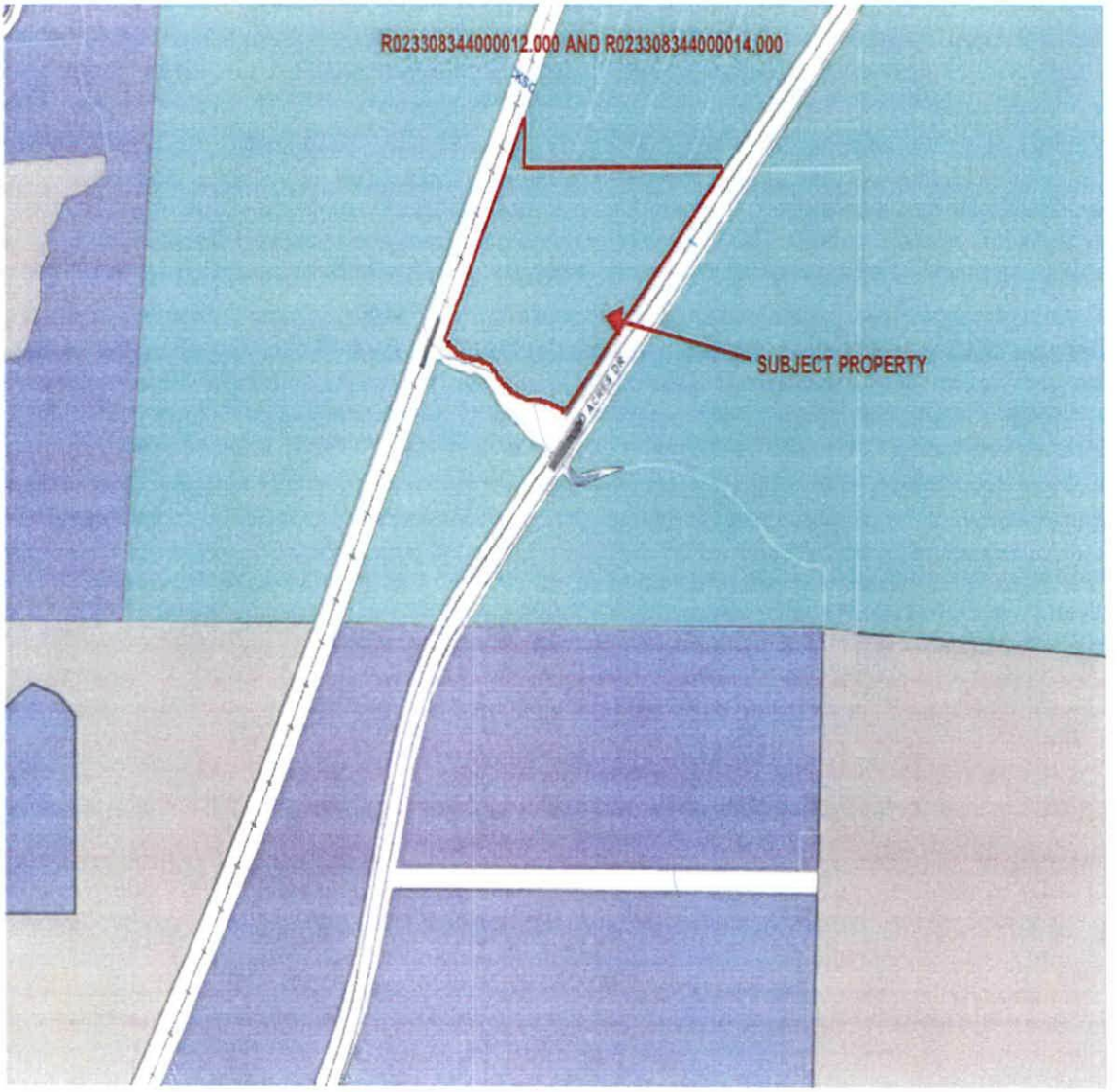
The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

LINDER
SURVEYING CONSULTANTS

P: 251.542.9334
C: 251.295.2900
jason@lindersurveying.com



dotloop signature verification:

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, James E. Taylor _____, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at R3308344000012 and R3308344000014.

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.

Andrew Wiese
Designee (1)

andrewwiese@yahoo.com
Email

251-406-0754
Phone Number

James E. Taylor dotloop verified 07/25/22 4:06 PM CDT 9FDU-MNIX-QFTQ-SPYD
Signature of Property Owner

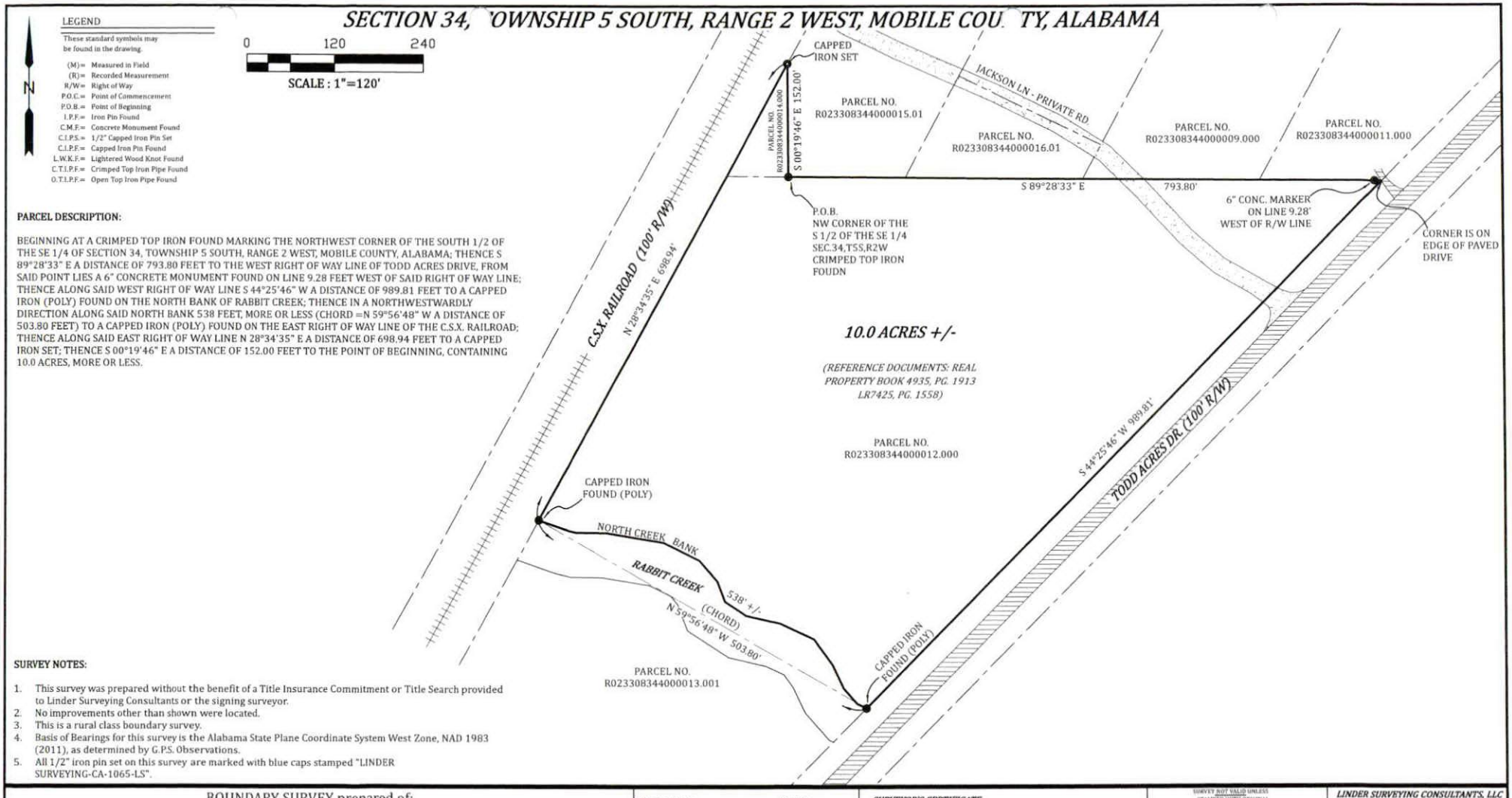
Jason Linder
Designee (2)

jason@lindersurveying.com
Email

251-295-2900
Phone Number

7-25-22
Date

SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA



PARCEL DESCRIPTION:

BEGINNING AT A CRIMPED TOP IRON FOUND MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE S 89°28'33" E A DISTANCE OF 793.80 FEET TO THE WEST RIGHT OF WAY LINE OF TODD ACRES DRIVE, FROM SAID POINT LIES A 6" CONCRETE MONUMENT FOUND ON LINE 9.28 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE ALONG SAID WEST RIGHT OF WAY LINE S 44°25'46" W A DISTANCE OF 989.81 FEET TO A CAPPED IRON (POLY) FOUND ON THE NORTH BANK OF RABBIT CREEK; THENCE IN A NORTHWESTWARDLY DIRECTION ALONG SAID NORTH BANK 538 FEET, MORE OR LESS (CHORD =N 59°56'48" W A DISTANCE OF 503.80 FEET) TO A CAPPED IRON (POLY) FOUND ON THE EAST RIGHT OF WAY LINE OF THE C.S.X. RAILROAD; THENCE ALONG SAID EAST RIGHT OF WAY LINE N 28°34'35" E A DISTANCE OF 698.94 FEET TO A CAPPED IRON SET; THENCE S 00°19'46" E A DISTANCE OF 152.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.0 ACRES, MORE OR LESS.

SURVEY NOTES:

1. This survey was prepared without the benefit of a Title Insurance Commitment or Title Search provided to Linder Surveying Consultants or the signing surveyor.
2. No improvements other than shown were located.
3. This is a rural class boundary survey.
4. Basis of Bearings for this survey is the Alabama State Plane Coordinate System West Zone, NAD 1983 (2011), as determined by G.P.S. Observations.
5. All 1/2" iron pin set on this survey are marked with blue caps stamped "LINDER SURVEYING-CA-1065-LS".

BOUNDARY SURVEY prepared of:
MOBILE COUNTY PARCEL NOs R023308344000012.000 and R023308344000014.000

NO.	DATE	REVISIONS	BY	CK.	APPR.
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-

DRAWN BY JML	DATE 07/19/2022
CHECKED BY KMT	DATE 07/19/2022
APPROVED BY JML	DATE 07/19/2022
SCALE 1"=120'	

SURVEYOR'S CERTIFICATE

I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jason M. Linder, Alabama Registration No. 34762

SURVEY NOT VALID UNLESS STAMPED WITH ORIGINAL STAMP or SEAL

ALABAMA LICENSED NO. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
960 Schillinger Road S. Suite I, Mobile, AL 36695
370 First St. Silas, AL
O: 251-542-9334 C: 251-295-2900

LINDER SURVEYING CONSULTANTS

Certificate of Authorization CA-1065-LS

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

JAMES E. TAYLOR
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY PINKIE
5126 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

PERRY AND ANNIE LESTER
5117 JACKSON LN
THEODORE, AL 36582

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

VALHALLA MEMORIAL GARDENS, INC
PO BOX 205
SEMMES, AL 36575

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

ARTHURINE WOODARD HALL
6066 TODD ACRES ROAD
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE , AL 36582

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

REGIONS BANK AS TRUSTEE SPRINGHILL
COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

THE SAGE DUNLAP CHASE REVOCABLE
TRUST
PO DRAWER 1628
MOBILE, AL 36633

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

JASON LINDER
4330 COUNTY ROAD 3
MILLRY, AL 36558

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	James E. Taylor Property
SUBDIVISION NAME	James E. Taylor – Todd Acres Subdivision
LOCATION	West side of Todd Acres Drive, 2/5± mile North of Hamilton Boulevard, extending to the East side of the C.S.X. Railroad.
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District
PROPOSED ZONING	I-1, Light Industry District
AREA OF PROPERTY	1 Lot / 10.0± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided
ENGINEERING COMMENTS	

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

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

C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line.
D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25.
G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD).
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT – NONE.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a

Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

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

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

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

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

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

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

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

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedications necessary. Jackson Lane, an existing, unpaved, private road goes through a portion of the property, and connects to otherwise land-locked parcels. No right-of-way width is provided for Jackson Lane, nor is it depicted as an ingress/egress easement. If approved, an ingress/egress easement should be depicted to accommodate Jackson Lane.

The plat does not indicate a minimum building setback line along Todd Acres Drive. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Todd Acres Drive. The lot size is labeled on the preliminary plat in acres only, and should be provided in square feet and acres on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

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

The applicant submitted the following concerning the Rezoning:

> *The purpose of this application is to rezone the subject parcels from R-A Residential to I-1 Light Industry. The new property owner intends to establish headquarters for a Tree Services Business.*

The subject parcels are currently under contract to be purchased from the current owner, James E. Taylor. The purchase of the land is contingent upon an approved rezoning application.

Due to this fact, an exact time schedule for development cannot be determined at this time.

The subject property and surrounding property are largely raw undeveloped timber land. This along with the property approximately 700 feet to the South of the subject property currently being zoned I-1 make this rezoning desirable.

The applicant states that the proposed use for the site is to accommodate a tree service business, but did not submit a proposed site plan. An office for a tree service would be allowed in a B-1, Buffer Business District, however in order to store vehicles, equipment, materials and supplies a minimum of I-1, Light Industry zoning district is required, as requested by the applicant. It should be noted that if a storage yard is proposed to be located on the site, it must be enclosed with an eight-foot tall solid wall or fence.

The property is bounded by R-A, Residential-Agricultural District property on all sides. As such, if approved, any development will be required to maintain a compliant residential buffer on all sides.

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

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, application #8 is in the immediate area and consists of a rezoning request to I-2, Heavy Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

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

1) retention of the existing Todd Acres Drive right-of-way;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Todd Acres Drive;
3) provision of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;

4) compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add legible street names to the vicinity map. C. Provide a detail of the NE corner of the PROPOSED LOT to clarify the location of the CMF and the distances along the north property line to the CMF and the ROW line. D. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information. E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for this parcel is elevation 25. G. Provide an ingress-egress easement for Jackson Lane (PRIVATE ROAD). H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial the PROPOSED LOT will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT – NONE. I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
5) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
6) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
8) completion of the Rezoning process prior signing the Final Plat.

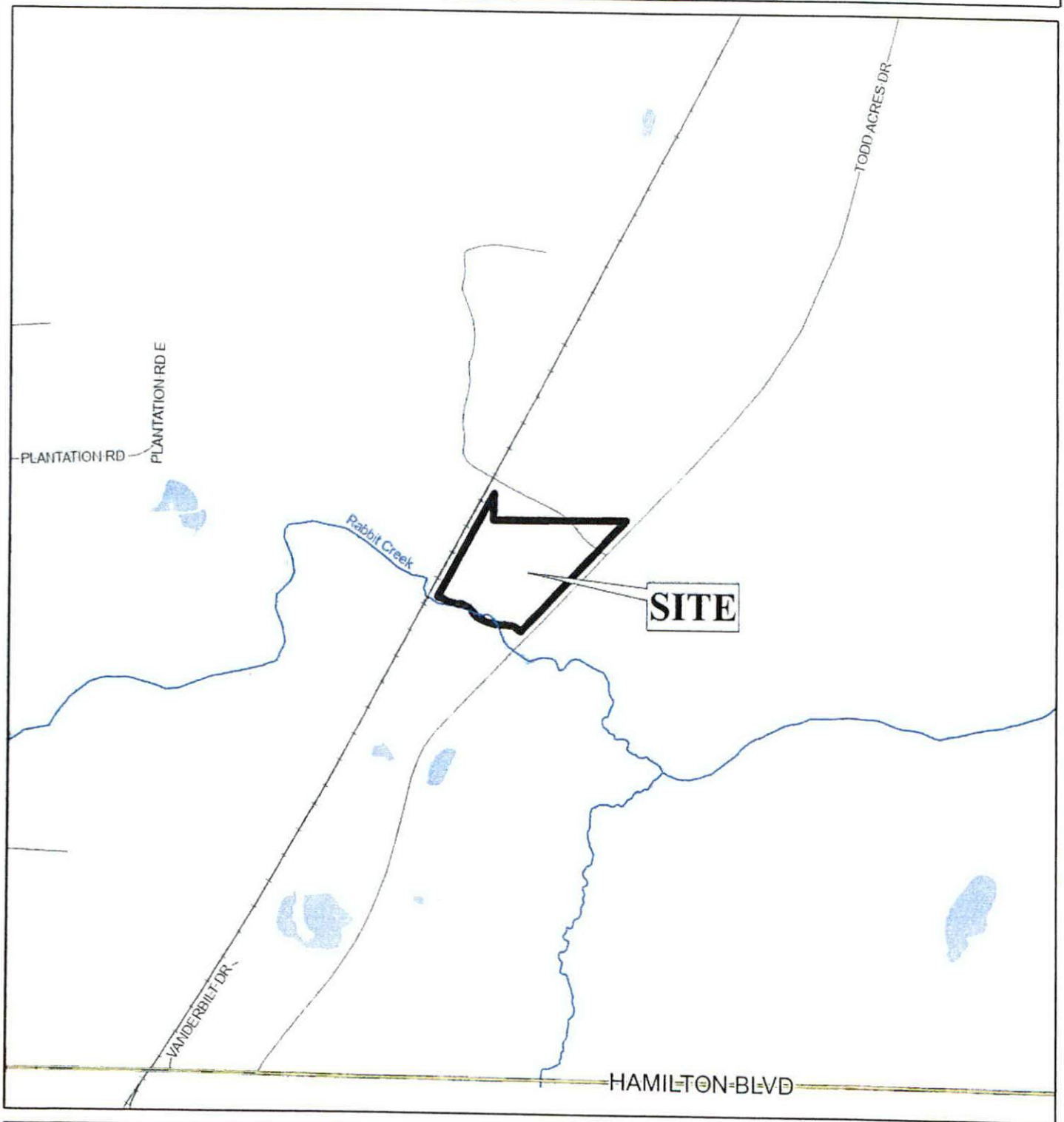
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable.

The approval should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

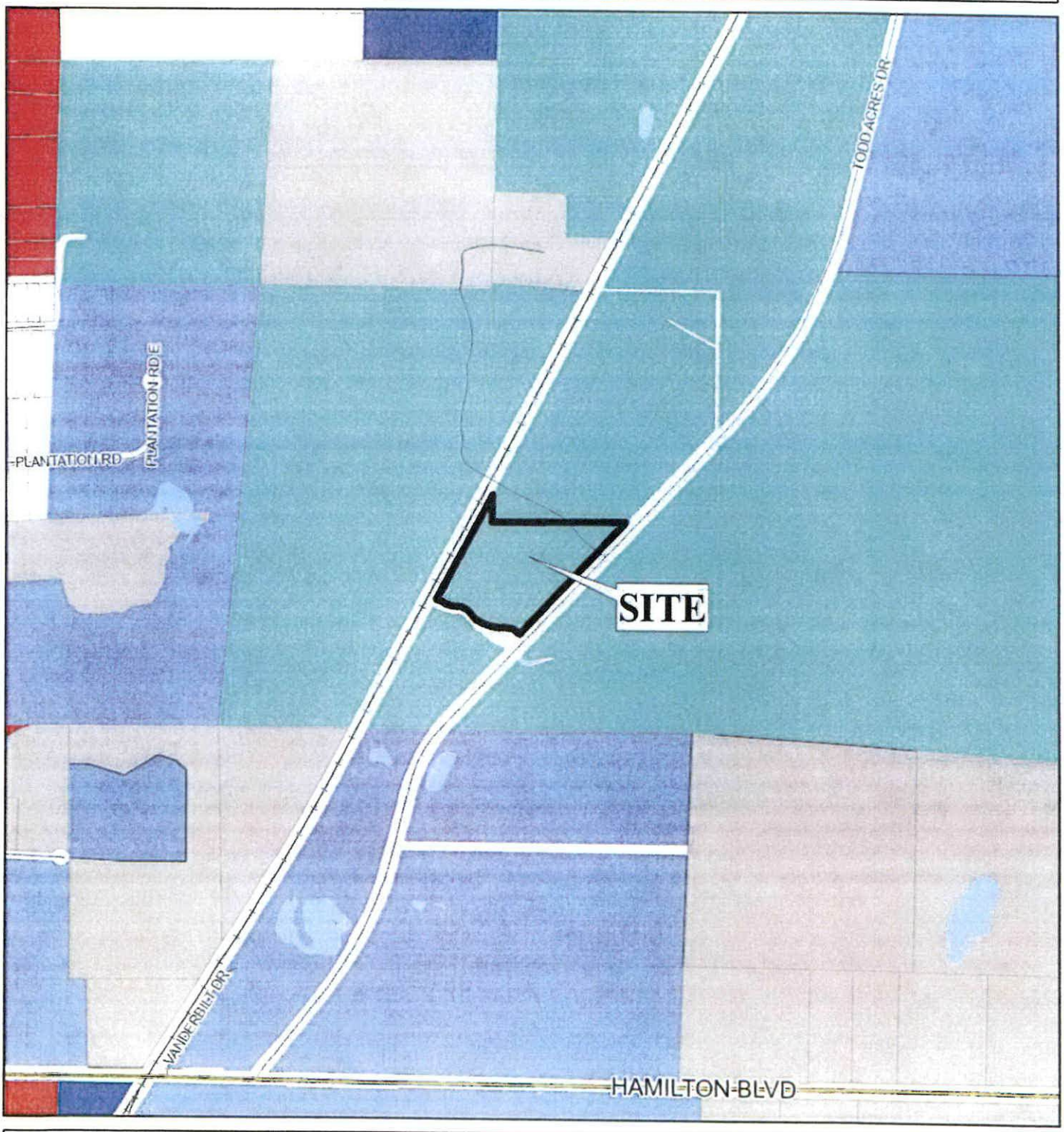
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 20, 2022

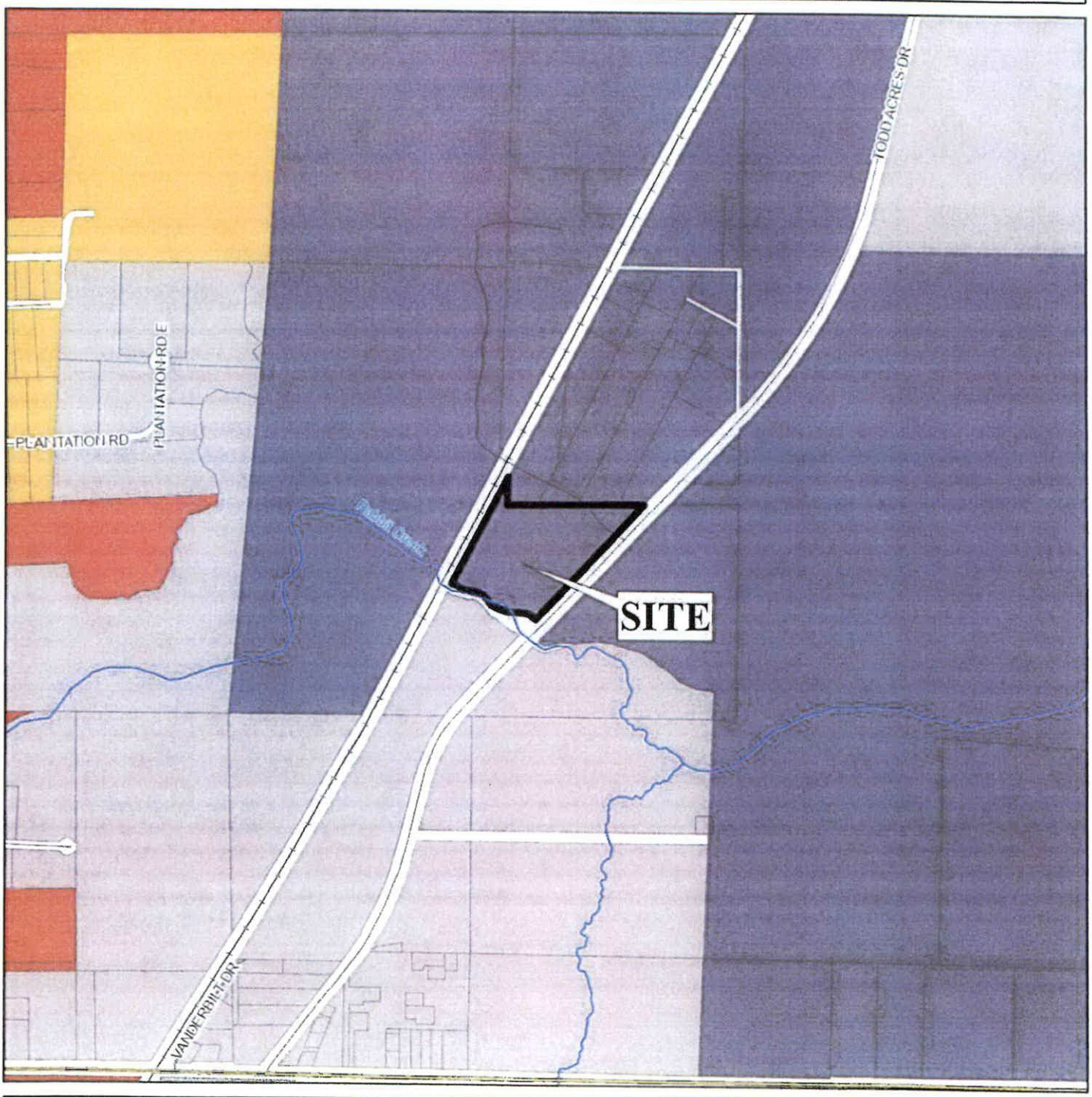
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

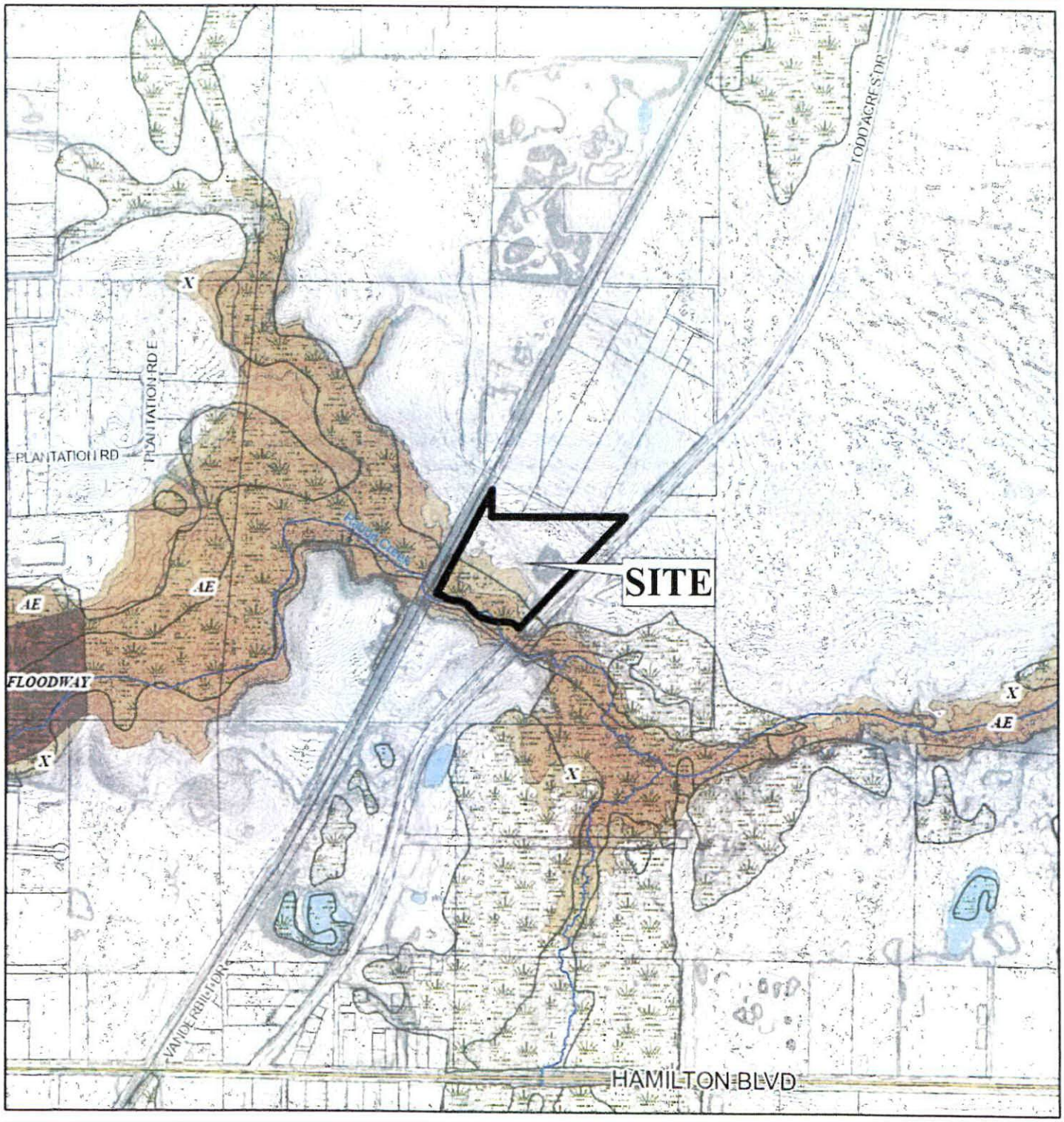
REQUEST Subdivision, Rezoning from R-A to I-1

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE October 20, 2022

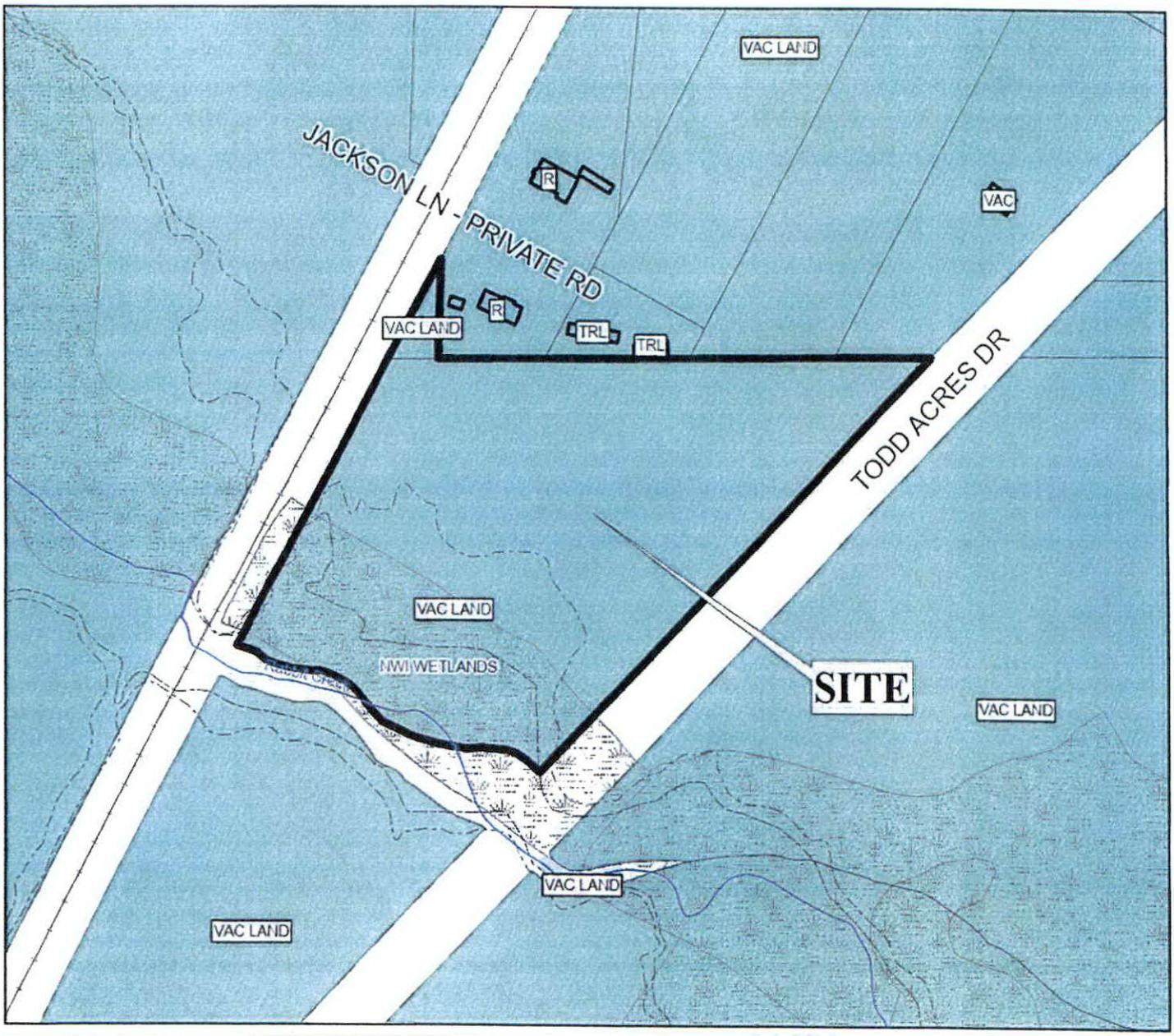
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

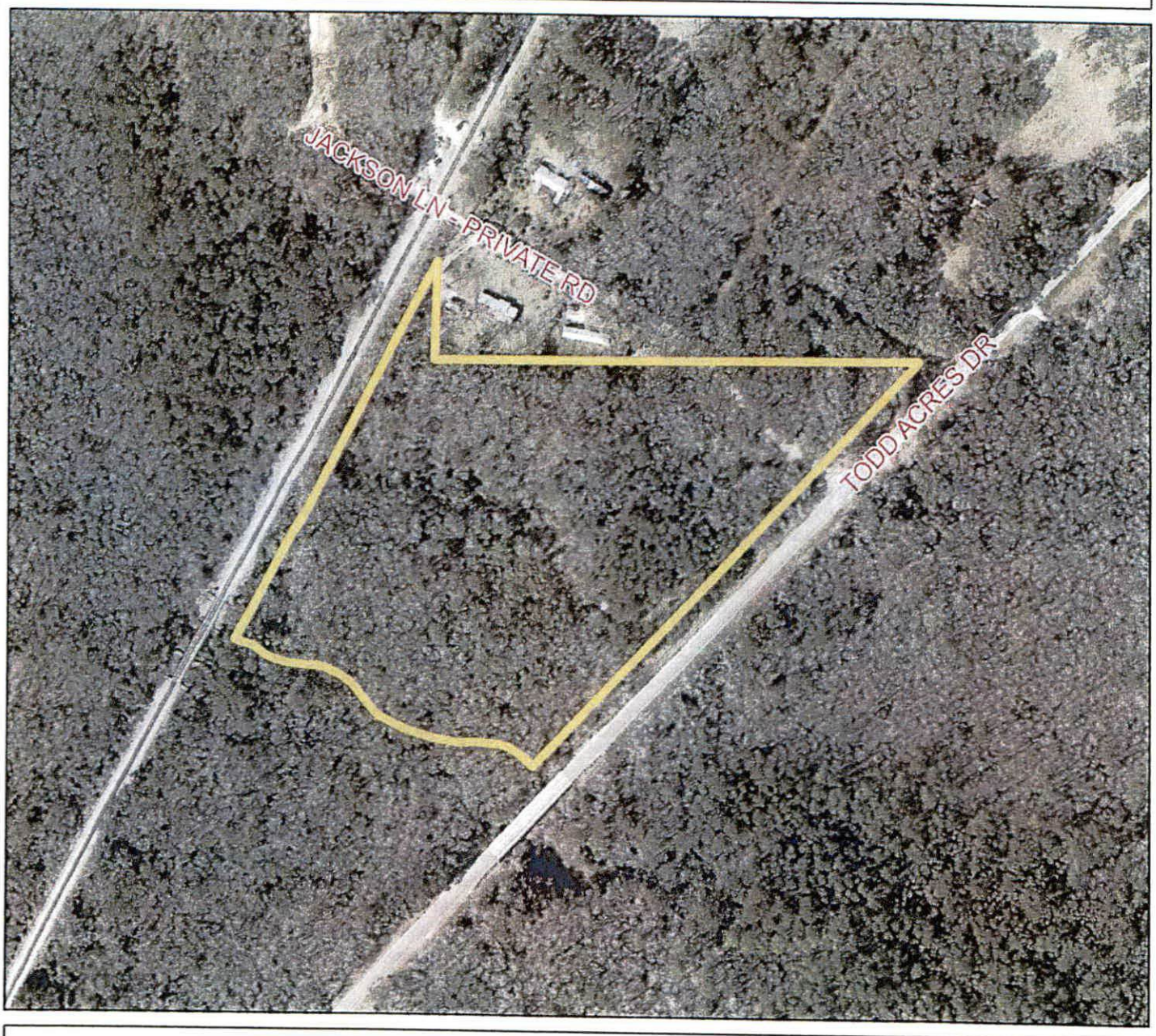
REQUEST Subdivision, Rezoning from R-A to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north, and vacant land.

APPLICATION NUMBER 7 DATE October 20, 2022

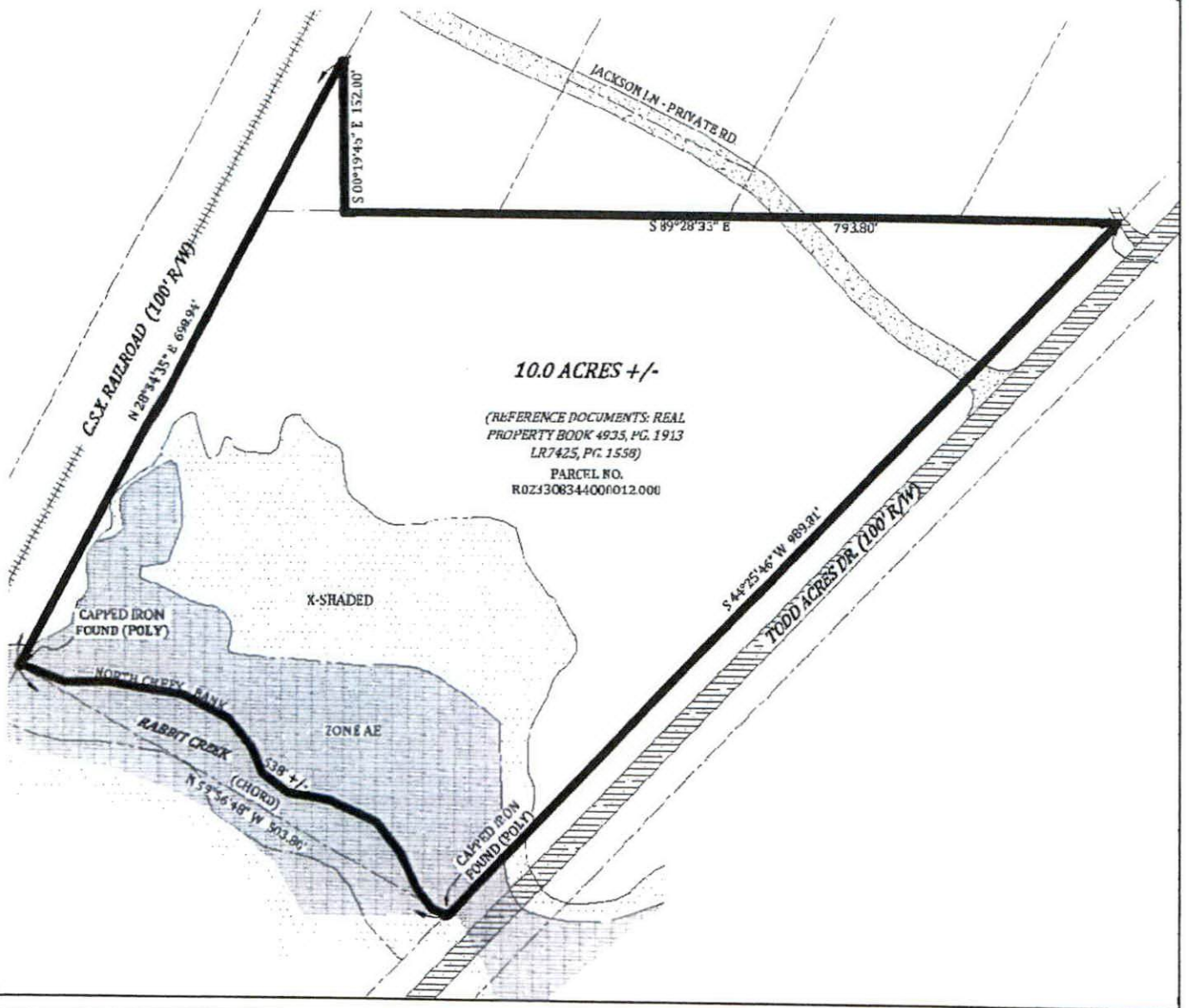
APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, flood zones, and area to be rezoned.

APPLICATION NUMBER 7 DATE October 20, 2022

APPLICANT James E. Taylor – Todd Acres Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 12:11 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 6137 Todd Acres Drive
(West and east side of Todd Acres Drive; extending to the south side of
Kooiman Road, 680' ± west of Todd Acres Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 22, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive (west and east side of Todd Acres Drive; extending to the south side of Kooiman Road, 680' ± west of Todd Acres Drive) from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

The public hearing will be held at the History Museum of Mobile, 111 South Royal Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63

feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the History Museum of Mobile, 111 South Royal Street, on the 20th day of December, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 30th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

LOT 1

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet;

thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-

11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Todd Acres Industrial Park Subdivision
6137 Todd Acres Drive
West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 14, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **Todd Acres Industrial Park Subdivision** for a change in zoning from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Thursday, November 10, 2022 1:38 PM
To: Screws, Tracy; Burch, Victoria
Cc: York, Marie
Subject: RE: Updated LOD

No need. Please print this for the file and I will forward the fee to the applicant. We are on a time crunch. Thank you.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Screws, Tracy <tracy.screws@cityofmobile.org>
Sent: Thursday, November 10, 2022 1:36 PM
To: Burch, Victoria <victoria.burch@cityofmobile.org>
Cc: York, Marie <marie.cross@cityofmobile.org>; Pappas, Margaret <pappasm@cityofmobile.org>
Subject: Updated LOD

Will you please make an updated LOD for ZON-002226-2022 Todd Acres Dr that was on the Oct 20th agenda? The advertising fee is $639.45.

Thanks!

Best Regards,
Tracy Screws

Secretary
Planning & Zoning
Tracy.screws@cityofmobile.org
(251) 208-5895

The Planning & Zoning office will be closed Friday, November 11th, for Veterans Day.

The Planning & Zoning office hours are Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.

BUILDMOBILE

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

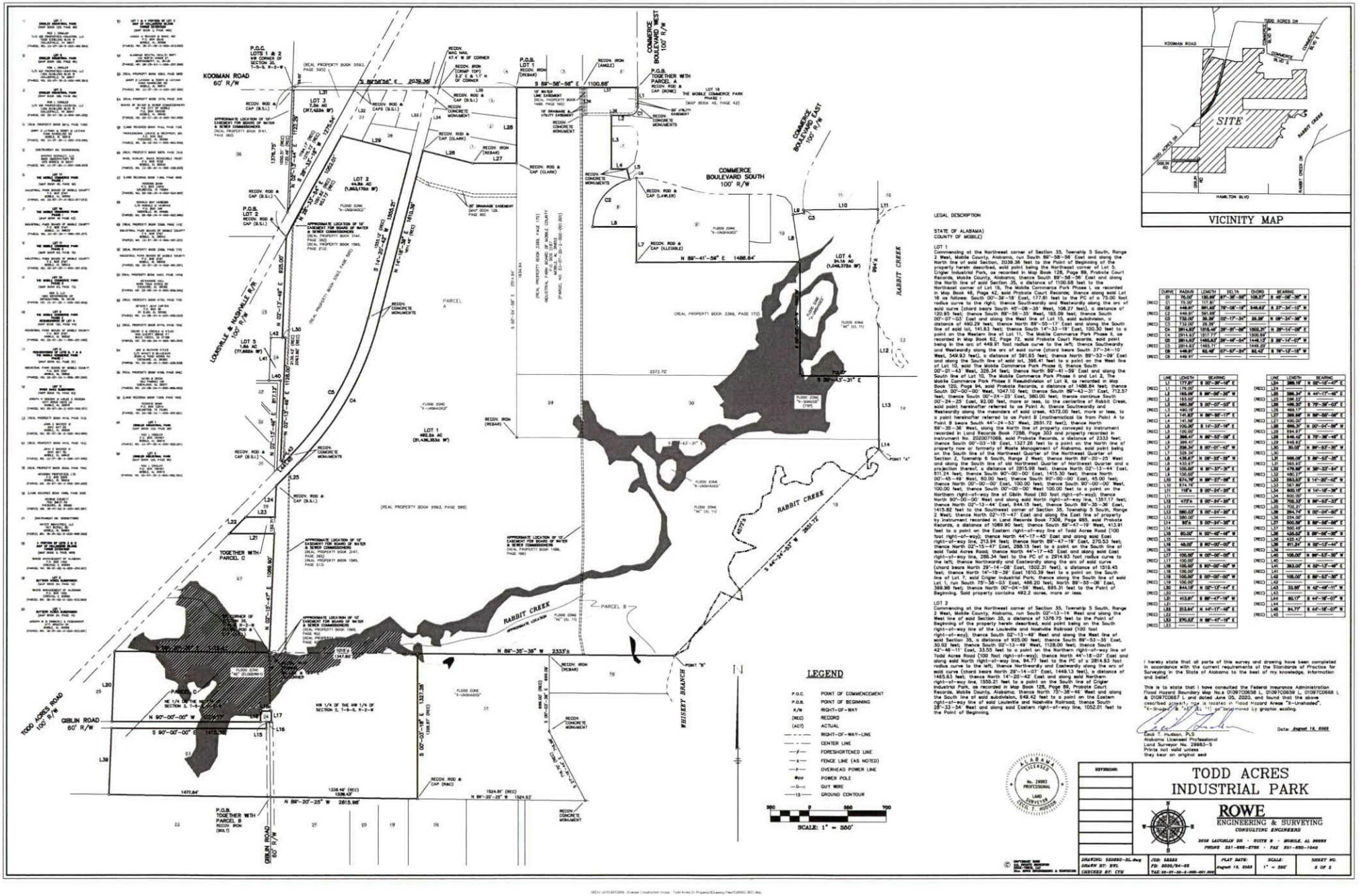
LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South

00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

LOT 2
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.


KOOMAN ROAD
60' R/W
COMMERCE BOULEVARD WEST
100' R/W
COMMERCE BOULEVARD SOUTH
100' R/W
COMMERCE BOULEVARD EAST
100' R/W
LOUISVILLE & NASHVILLE R/R
100' R/W
TODD ACRES ROAD
100' R/W
QIBLIN ROAD
60' R/W
RABBIT CREEK
WHISKEY BRANCH
LOT 1
492.3± AC
(21,436,353± SF)
LOT 2
44.8± AC
(1,953,170± SF)
LOT 3
2.3± AC
(97,423± SF)
LOT 4
24.1± AC
(1,044,378± SF)
LOT 5
1.8± AC
(77,480± SF)
PARCEL A
PARCEL B
PARCEL C
TOGETHER WITH PARCEL C
TOGETHER WITH PARCEL B
POINT "A"
POINT "B"
P.O.C.
LOTS 1 & 2
NW CORNER OF
SECTION 35,
T-5-S, R-2-W
P.O.B.
LOT 1
P.O.B.
TOGETHER WITH
PARCEL A
P.O.B.
LOT 2
P.O.B.
TOGETHER WITH
PARCEL B
P.O.B.
TOGETHER WITH
PARCEL C
N 89°-58'-56" E 1100.68'
N 89°-41'-58" E 1488.64'
S 89°-43'-31" E 1319.70'
N 89°-20'-35" W 2333'±
S 44°-24'-53" W 2851.72'
S 89°-20'-35" E 1314'±
N 89°-20'-25" W 2815.98'
S 90°-00'-00" E 1415.76'
N 90°-00'-00" W 1347.86'
S 00°-03'-18" E 1327.28'
N 00°-13'-47" E 1319.43'
N 00°-13'-47" E 1319.80'
S 00°-13'-47" E 1319.80'
S 00°-13'-47" E 1319.43'
S 00°-13'-47" E 1319.80'
S 00°-13'-47" E 1319.80'
S 00°-13'-47" E 1319.80

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 31, 2022

Charles Tisher, PE
3901 Springhill Avenue
Mobile, Alabama 36608

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022 (Rezoning)
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

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

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

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

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable;**
b. **there is a need to increase the number of sites available to business or industry;**
c. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The rezoning should be subject to the following conditions:

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

Please note that a revised legal description for both Lots 1 and 2 is required in order to calculate the advertising fee for the application before it is forwarded to the City Clerk's office and subsequently for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

Planning & Zoning/City of Mobile
P. O. Box 1827
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Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

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

Application Submission
Contact Information

Name of Project: Todd Acres Industrial Park

Address: 6137 Todd Acres Dr.

Owner: Jerry and Terry Lathan
Industrial Park Board of Mobile County

Address: 5450 Rangeline Rd
PO Box 2187 Zip Code: 36619
36652

Phone: 251-443-7663 Fax: _____ Email: jerry@lathancompany.com

Authorized Agent: Charles Tisher, PE

Address: 3901 Springhill Ave Zip Code: 36608

Phone: 251-344-7073 Fax: _____ Email: ctisher@cglengineers.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

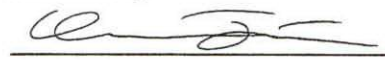
Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Signature

Charles Tisher
Print

9-19-22
Date

authorized agent
Affiliation to project/Organization

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Rezoning Statement

Parcel Numbers: R023307353000001.000, R023307352000001.001, R023307353000001.001, R023307354000001.001, R023307351000001.000

We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.

THE LATHAN COMPANY

Historic Restoration
Since 1981

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

September 16, 2022

RE: Todd Acres Parcels
Parcel ID Number 3307353000001.00

To Whom it May Concern:

Jerry Lathan of Mobile County hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Seller concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced property.

Sincerely,

Jerry Lathan

Jerry Lathan
Property Owner

Home Office: 5450 Rangeline Road Mobile, Alabama 36619
Phone: 251/443-7663 Fax: 251/443-8350

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

P.O. BOX 2187
MOBILE, ALABAMA 36652-2187

September 9, 2022

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

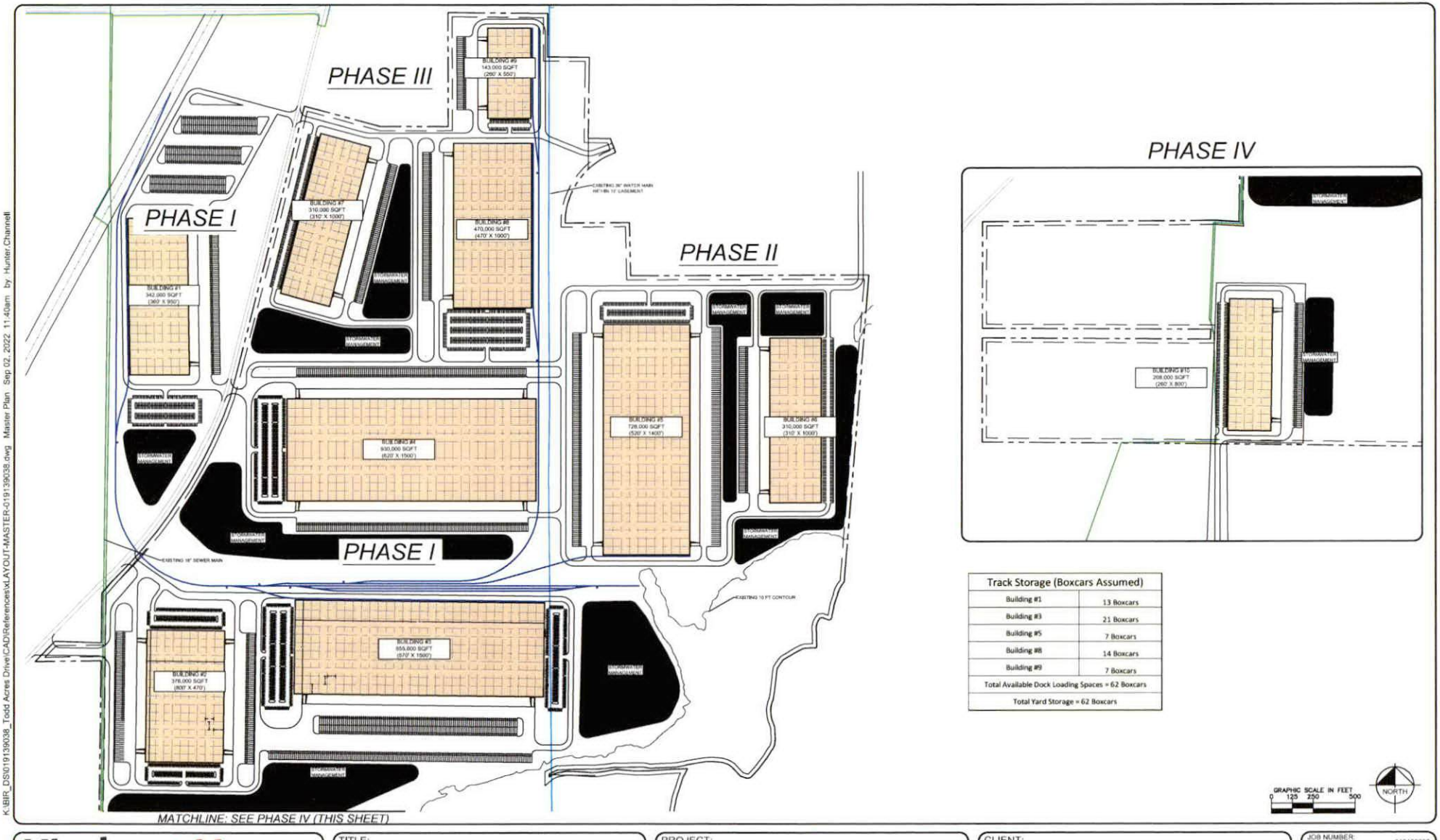
RE: Todd Acres Parcels
Parcel ID Nos: R023307352000001.001; R023307353000001.001;
R023307354000001.001; R023307351000001.000

To Whom it May Concern:

The Industrial Park Board of Mobile County (the "Board") hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Board concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced properties.

Sincerely,

Lowell J. Friedman
Chairman
Industrial Park Board of Mobile County



Track Storage (Boxcars Assumed)	
Building #1	13 Boxcars
Building #3	21 Boxcars
Building #5	7 Boxcars
Building #8	14 Boxcars
Building #9	7 Boxcars
Total Available Dock Loading Spaces = 62 Boxcars	
Total Yard Storage = 62 Boxcars	

K:\BIR_DSV\019139038_Todd Acres Drive\CAD\References\xLAYOUT-MASTER-019139038.dwg Master Plan Sep 02, 2022 11:40am by Hunter.Channell

Kimley»Horn
11 NORTH WATER STREET, SUITE 9290, MOBILE, ALABAMA 36602
PHONE: (251) 263-8340 I www.kimley-horn.com

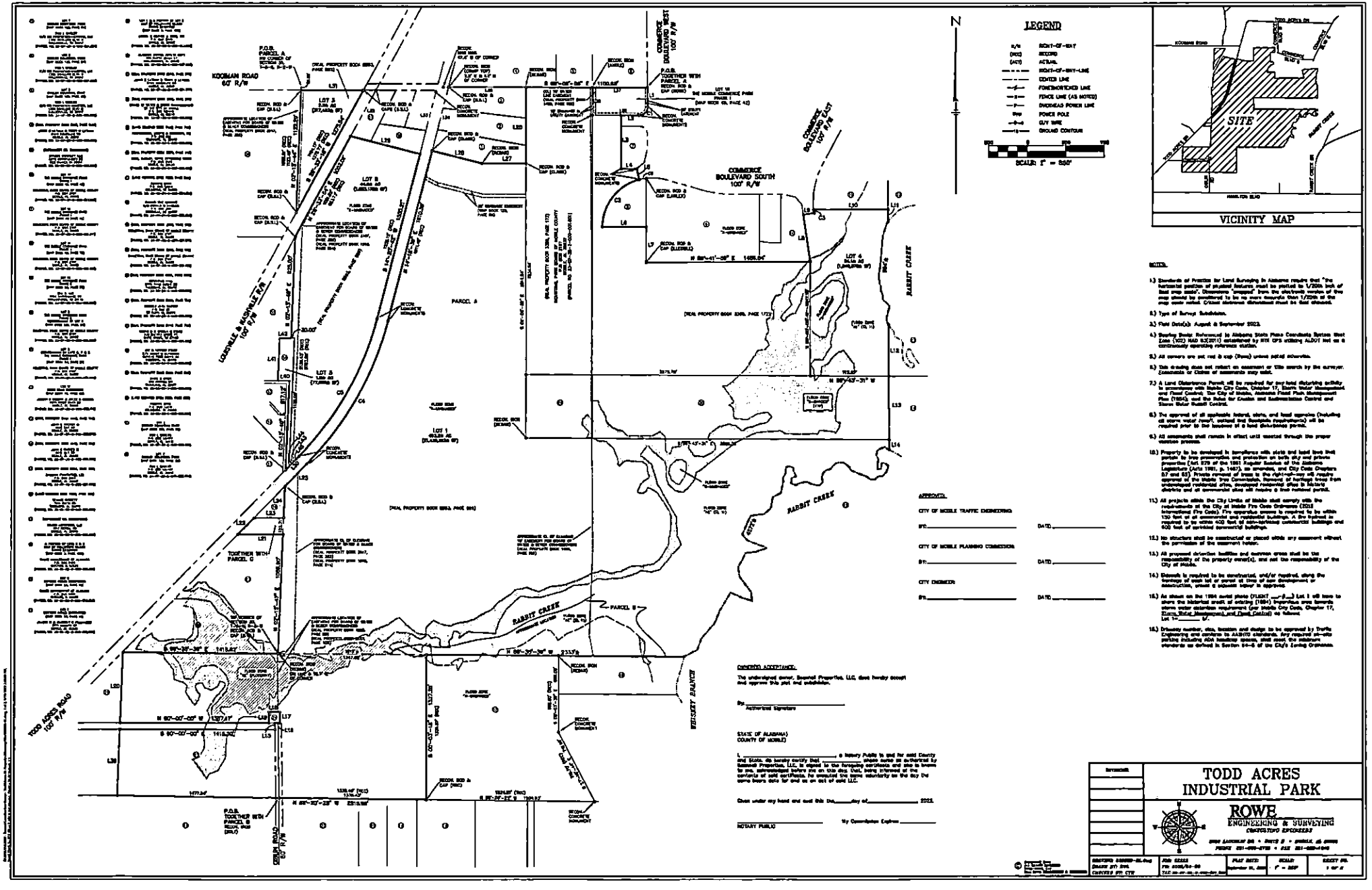
TITLE: CONCEPT SITE PLAN

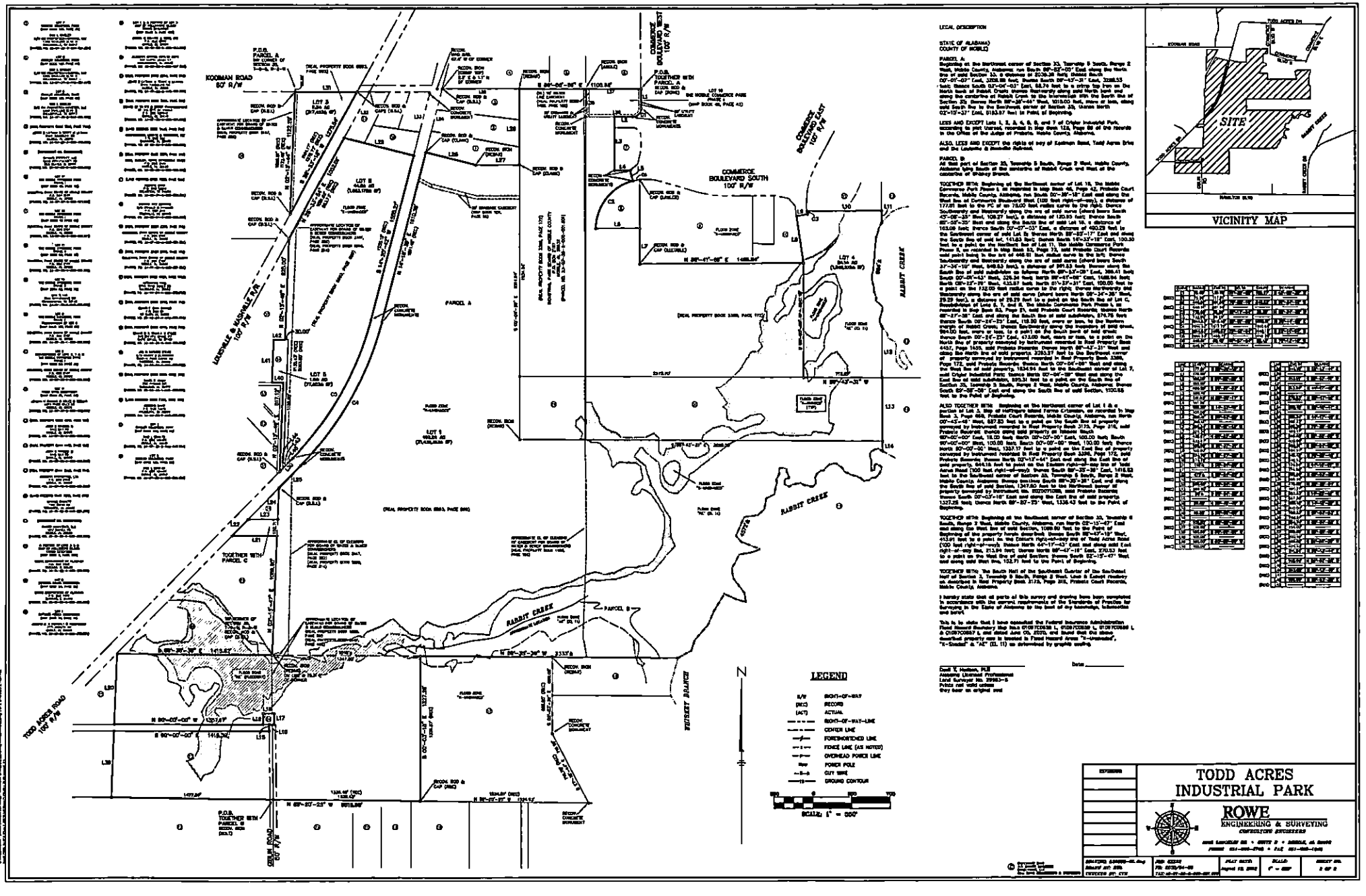
PROJECT: TODD ACRES DRIVE MASTER PLAN

CLIENT: SCANNELL PROPERTIES

JOB NUMBER:	019139038
SCALE:	1" = 250'
DATE:	08/25/2022
SHEET:	CSP 1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2019


TODD ACRES INDUSTRIAL PARK
ROWE ENGINEERING & SURVEYING
LEGEND
VICINITY MAP
SITE
KOOMAN ROAD
COMMERCE BOULEVARD SOUTH
COMMERCE BOULEVARD WEST
COMMERCE BOULEVARD EAST
LOUISVILLE & NASHVILLE R/R
TODD ACRES ROAD
RABBIT CREEK
BIG BRANCH
APPROVAL
CITY OF MOBILE TRAFFIC ENGINEERING
CITY OF MOBILE PLANNING COMMISSION
CITY ENGINEER
OWNER'S ACCEPTANCE
STATE OF ALABAMA
COUNTY OF MOBILE
NOTARY PUBLIC
NOTES


KOOIMAN ROAD
60' R/W
TODD ACRES ROAD
100' R/W
LOUISVILLE & NASHVILLE R/R
100' R/W
COMMERCE BOULEVARD WEST
100' R/W
COMMERCE BOULEVARD EAST
100' R/W
COMMERCE BOULEVARD SOUTH
100' R/W
DEVLIN ROAD
60' R/W
P.O.B. PARCEL A
P.O.B. TOGETHER WITH PARCEL A
P.O.B. TOGETHER WITH PARCEL B
TOGETHER WITH PARCEL C
PARCEL A
PARCEL B
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
RABBIT CREEK
WEISKET BRANCH
SITE
VICINITY MAP
LEGEND
R/W RIGHT-OF-WAY
(REC) RECORD
(ACT) ACTUAL
RIGHT-OF-WAY-LINE
CENTER LINE
FORESHORTENED LINE
FENCE LINE (AS NOTED)
OVERHEAD POWER LINE
POWER POLE
GUY WIRE
GROUND CONTOUR
SCALE: 1" = 300'
LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE
PARCEL A:
PARCEL B:
TOGETHER WITH:
ALSO TOGETHER WITH:
TOGETHER WITH:
TOGETHER WITH:
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama, to the best of my knowledge, information and belief.
This is to state that I have researched the Federal Insurance Administration Flood Hazard Boundary Map(s) 0100 FIRM(S) 1, 0100 FIRM(S) 2, 0100 FIRM(S) 3, & 0100 FIRM(S) 4, and dated June 03, 2020, and found that the above described property was is located in Flood Hazard Areas "A-unnumbered", "A-Studied" & "AE (EL 11) as determined by graphic scaling.
Dustin T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29963-S
Police not valid unless
they bear an original seal
Date:
TODD ACRES
INDUSTRIAL PARK
ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS

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BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

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PO BOX 190457
MOBILE, AL 36619

KYLES JOE & AUTHINE KYLES C/O
NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEDGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

PATRICIA COOPER, ANTHONY COOPER,
ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
PO BOX 13519
ARLINGTON, TX 76094

LATHAN JERRY & TERRY M
4998 KOOIMAN RD
THEODORE, AL 36582

ROACH KYLE A & JENNIFER T ROACH
4301 RIVER OAKS LN
MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
PO BOX 2265
MOBILE, AL 36652

REGIONS BANK AS TRUSTEE
PO BOX 13519
ARLINGTON, TX 76094

HALL ARTHURINE
6066 TODD ACRES
THEODORE, AL 36582

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ATTN: ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

JERRY LATHAN & TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

CLARK GEER LATHAM & ASSOC. INC.
ATTN: CHARLES TISHER
3901 SPRINGHILL AVE
MOBILE, AL 36608

INDUSTRIAL PARK BOARD OF MOB
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SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	Todd Acres Industrial Park Subdivision
SUBDIVISION NAME	Todd Acres Industrial Park Subdivision
LOCATION	6137 Todd Acres Drive (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680'± West of Todd Acres Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	5 Lots / 570.2± Acres (Subdivision) 2 Lots / 537.0± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided
ENGINEERING COMMENTS	

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a detail of LOT 5 at the Todd Acres Road ROW.
C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed.
D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18).
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'.
G. Provide reference, on the map and the description, to a monumented corner.
H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6.
I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...".
K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

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

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

REMARKS The applicant is requesting Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District.

The site has been given Light Industry (LI) and Heavy Industry (HI) land use designations, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Heavy Industry (HI)
This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts

of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

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

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

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedication necessary. The site also has frontage along Kooiman Road, a minor street without curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedication necessary. Finally, the site has frontage along Commerce Boulevard West, Commerce Boulevard East, and Commerce Boulevard South, all minor streets with curb and gutter, and existing compliant rights-of-way of 100-feet, making no dedications necessary.

The plat does not indicate a minimum building setback line along any of the street frontages. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along all public street frontages.

The preliminary plat depicts several easements, and as such, a note should be placed on the Final Plat stating that no structures are allowed in any easements, without the permission of the easement holder.

The lot sizes are labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

The proposed Lot 5 is a flag shaped lot with approximately 30-feet of street frontage, and exceeds the maximum width-to-depth ratio as set forth in Section V.D.3. of the Subdivision regulations. Therefore, approval will require waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations.

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

The applicant submitted the following concerning the Rezoning:

> *We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.*

The applicant only wishes to rezone proposed Lots 1 and 2, and has submitted a site plan showing a conceptual development, with multiple structures on the proposed Lot 1, and up to four (4) phases of development. If the proposed lots are to be developed with multiple structures, or shared access between building sites, they should be developed in full compliance with the Zoning Ordinance requirements at the time of development.

The site is bounded to the North by I-1, Light Industry District and B-5, Office-Distribution District; to the West by I-1 and R-A, Residential-Agricultural District; to the South by I-1, R-A and I-2, Heavy Industry District; and to the East by B-5, R-A, and I-2. If approved, a compliant residential buffer will be required where the property abuts residentially zoned or utilized property.

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

On the application, the applicant states that the rezoning is necessary and desirable due to changing conditions in the area and a need to increase the number of sites available to business or industry. It should also be noted that as proposed, Lot 1 would be split-zoned, therefore the subdivision of land into building sites makes reclassification of the land necessary and desirable as well. Additionally, application #7 is in the immediate area and consists of a rezoning request to I-1, Light Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, with waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations subject to the following conditions:

1) retention of the existing rights-of-way for all public streets;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along all public streets;
3) retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that no structures are allowed in any easement without the permission of the easement holder;
5) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide a detail of LOT 5 at the Todd Acres Road ROW. C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed. D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18). E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'. G. Provide reference, on the map and the description, to a monumented corner. H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6. I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...". K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to*

AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
8) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
9) completion of the Rezoning process prior signing the Final Plat.

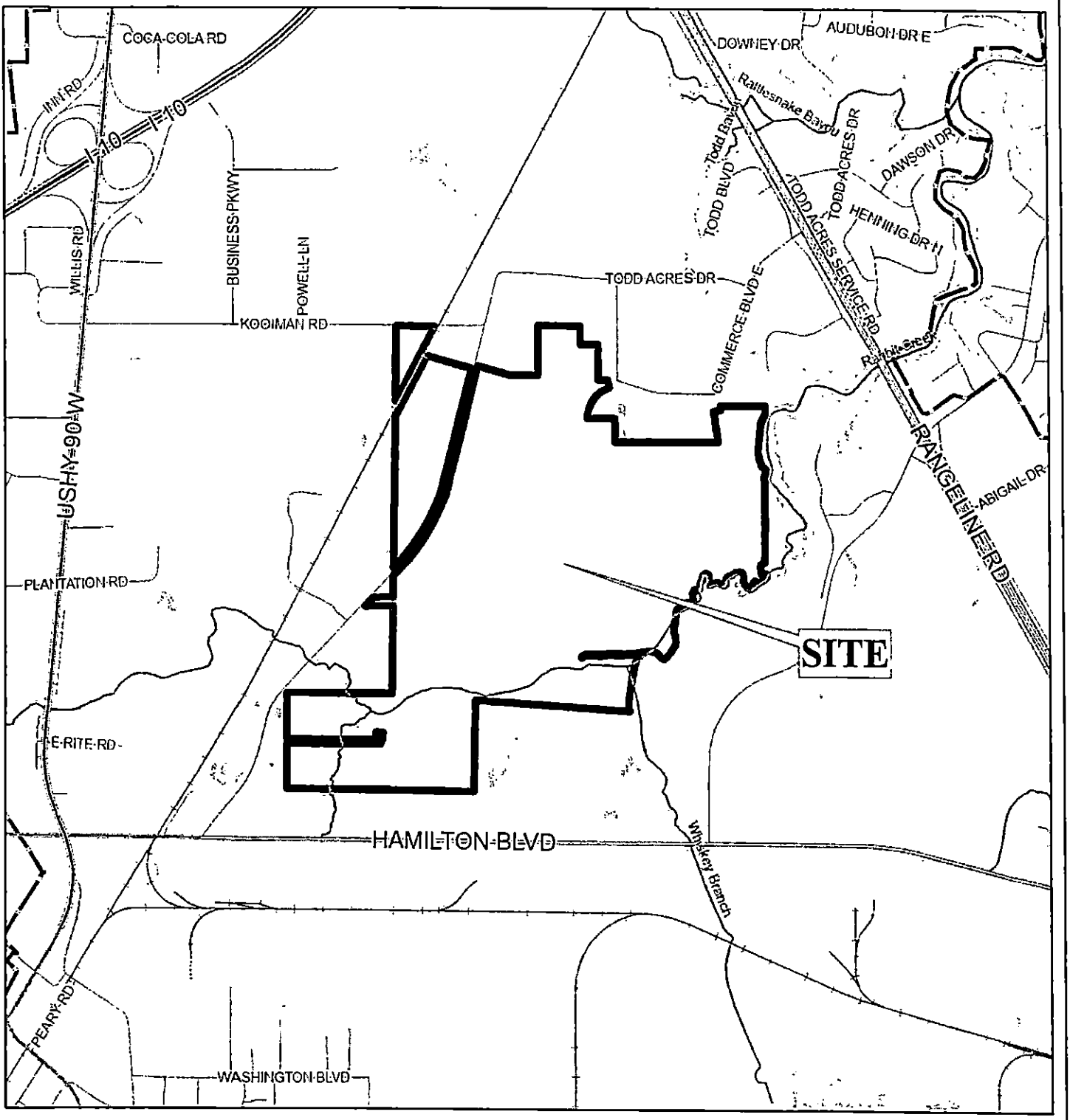
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable;
b) there is a need to increase the number of sites available to business or industry;
c) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

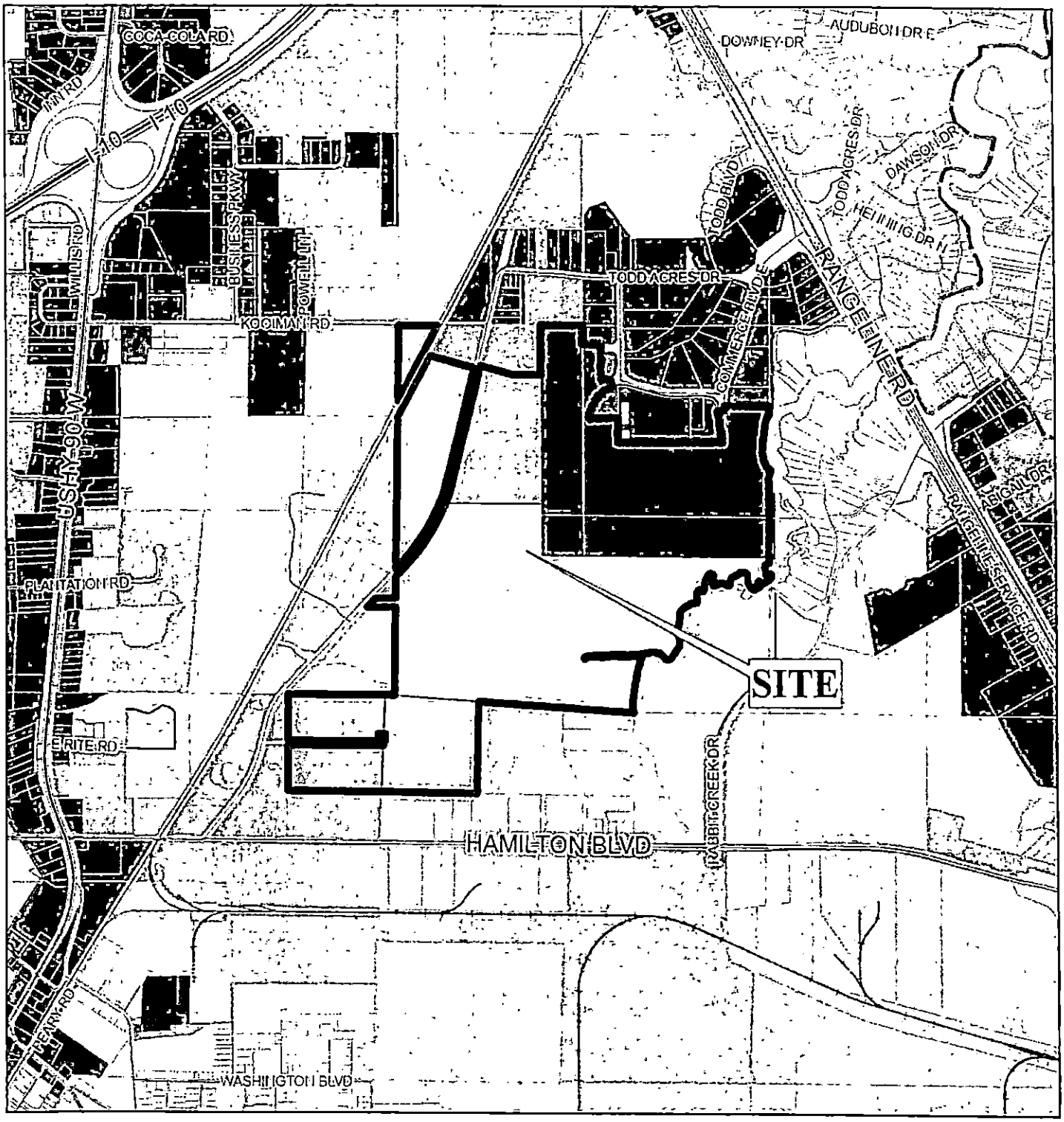
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE October 20, 2022

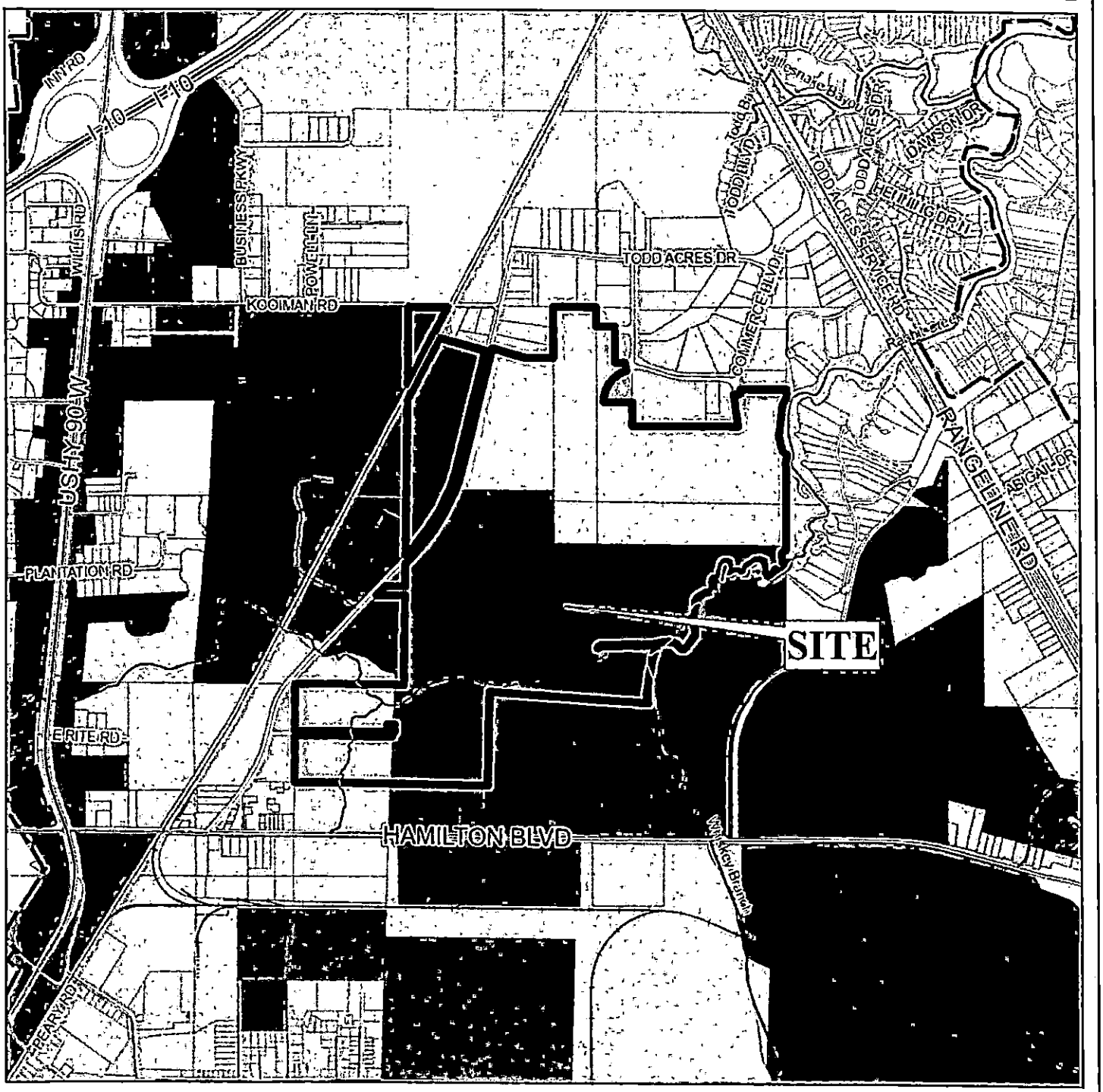
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

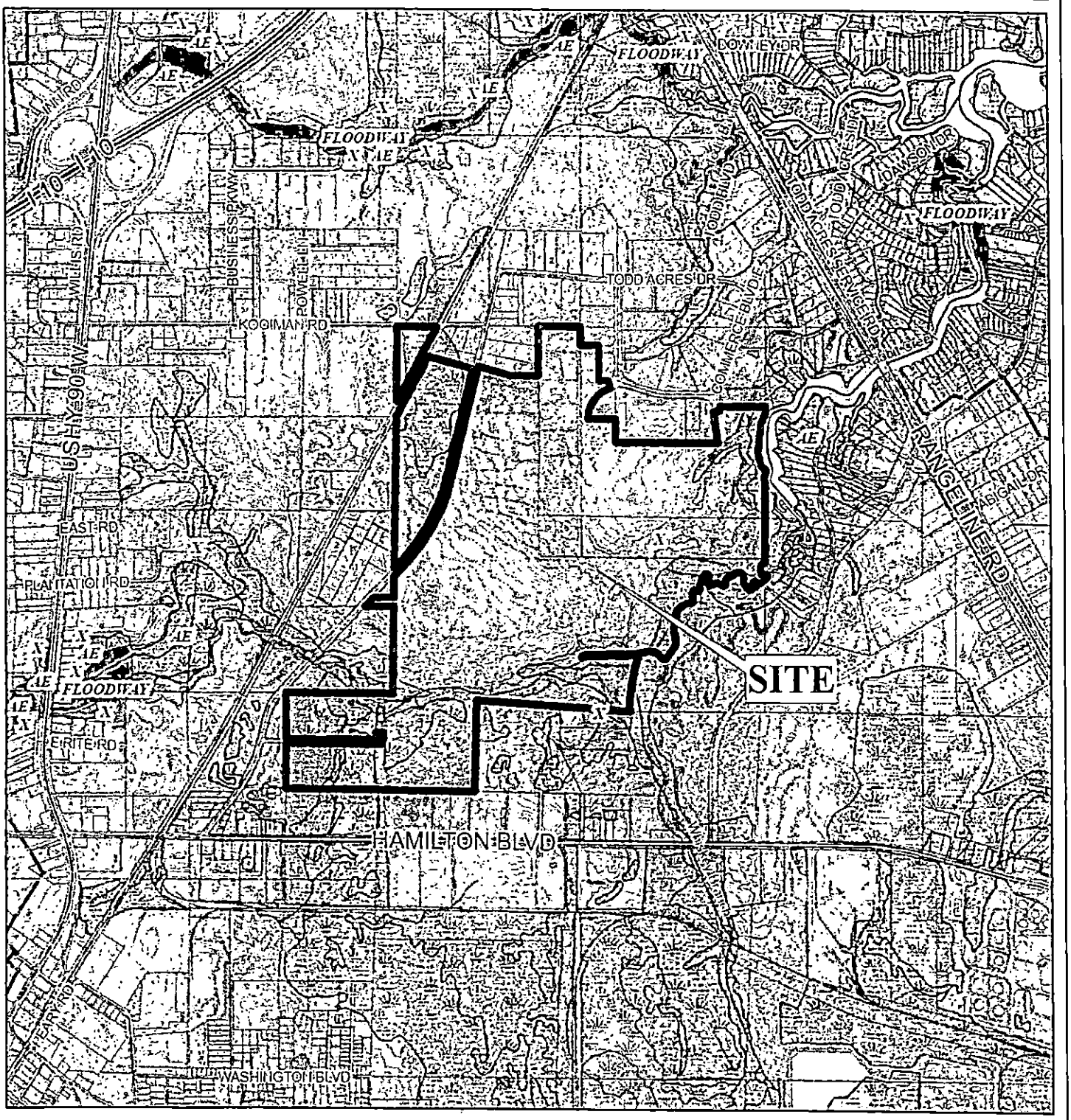
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

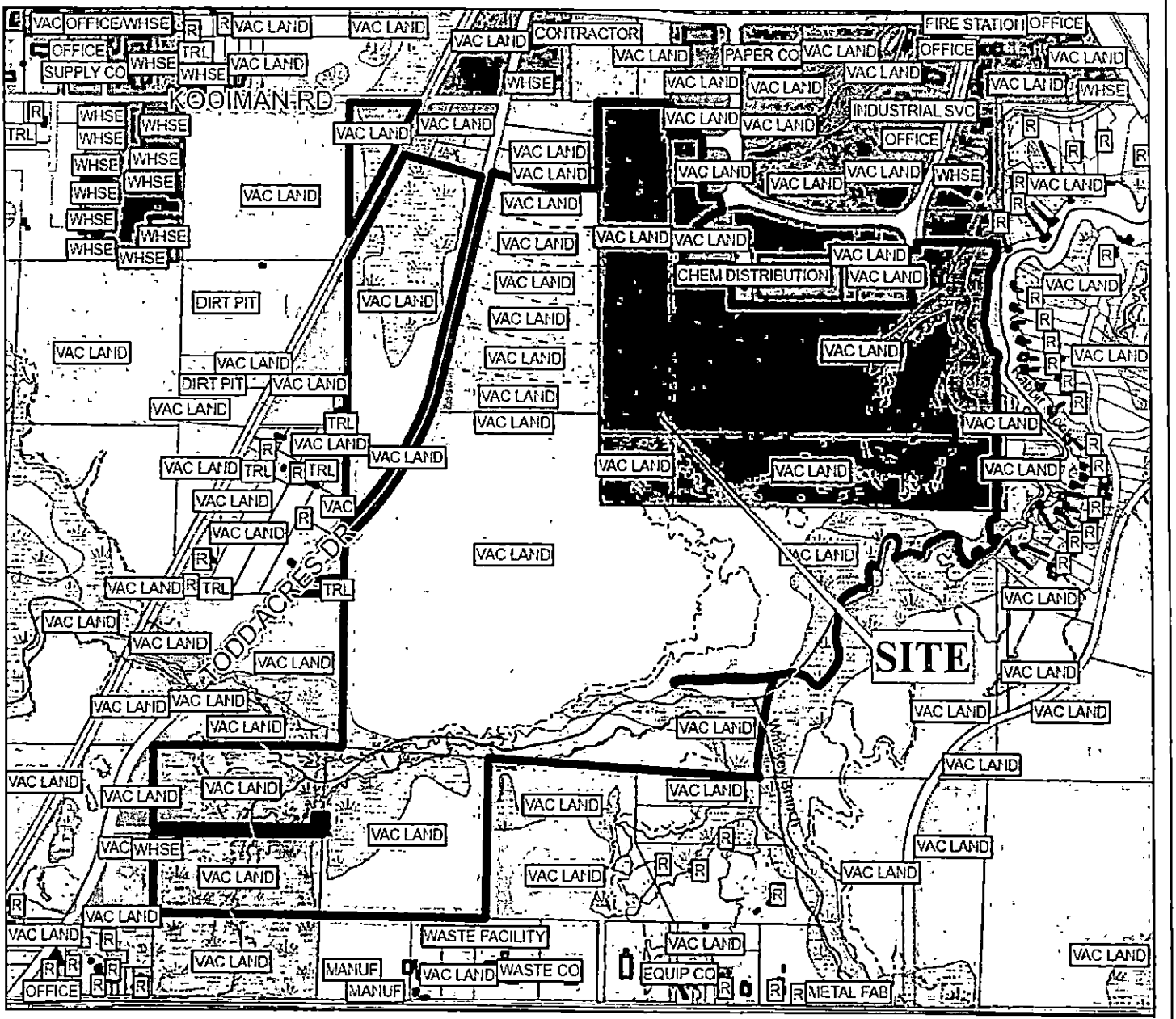
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

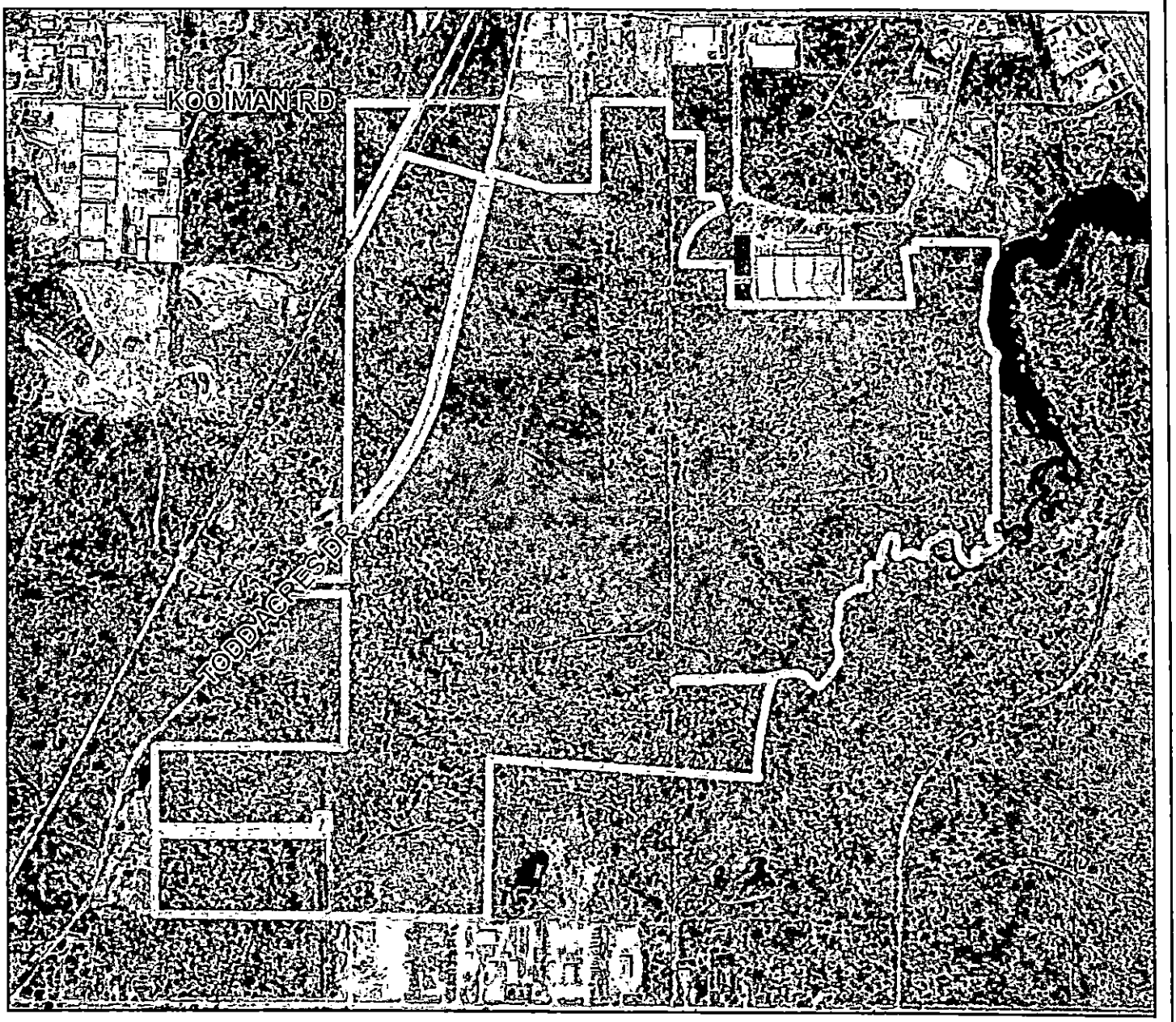
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

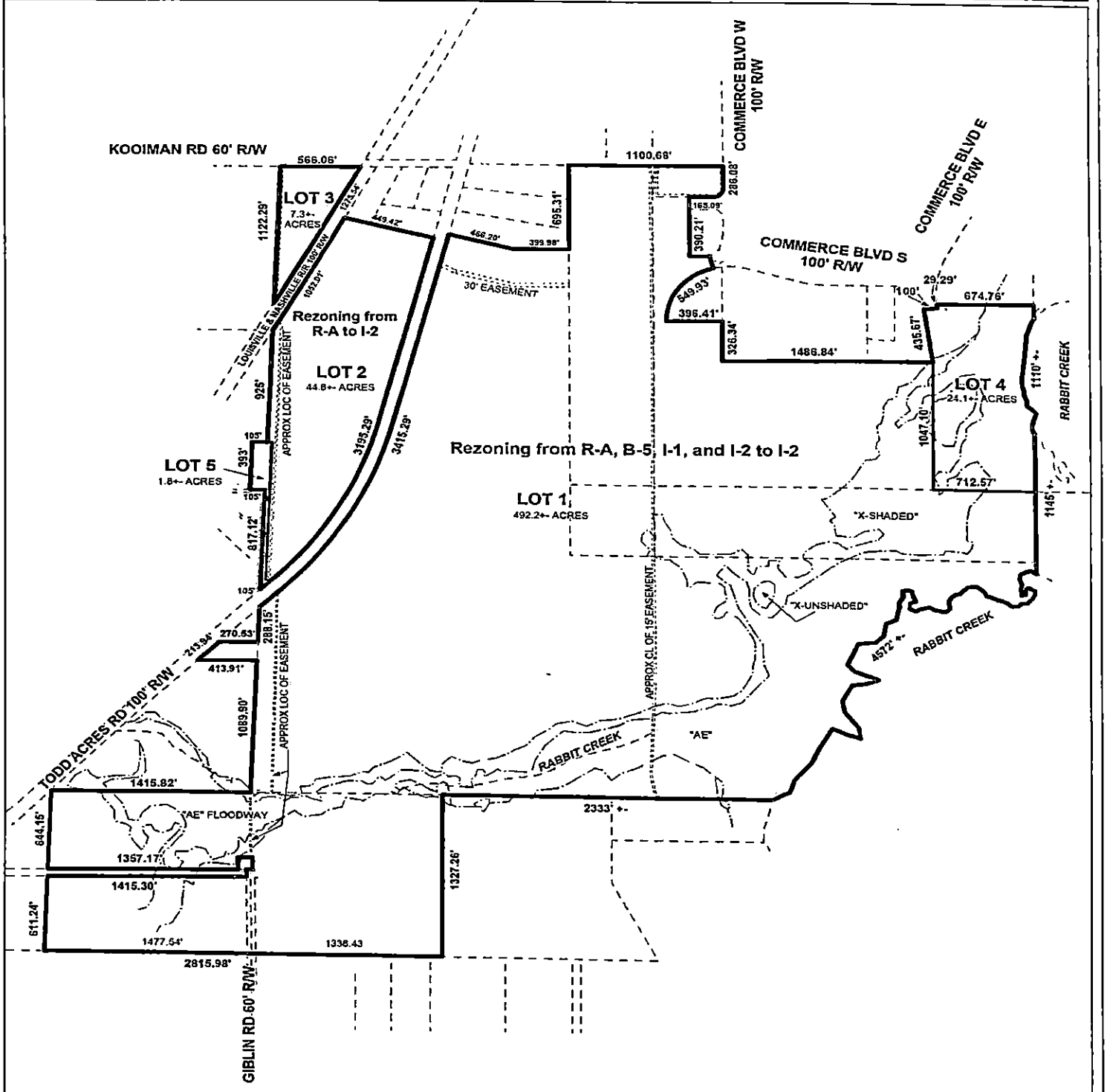
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, flood zone, and easements.

APPLICATION NUMBER 8 DATE October 20, 2022

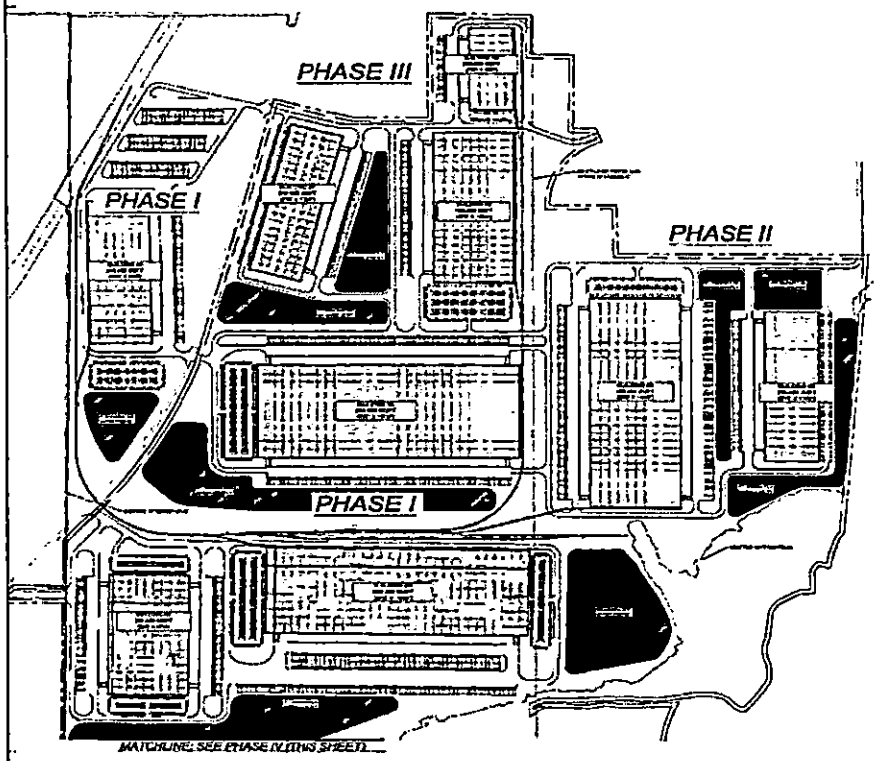
APPLICANT Todd Acres Industrial Park Subdivision

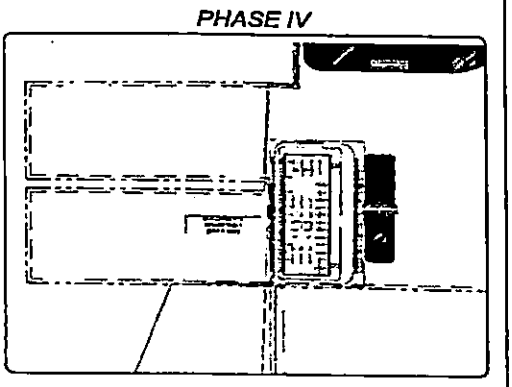
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN





APPLICATION NUMBER 8 October 20, 2022

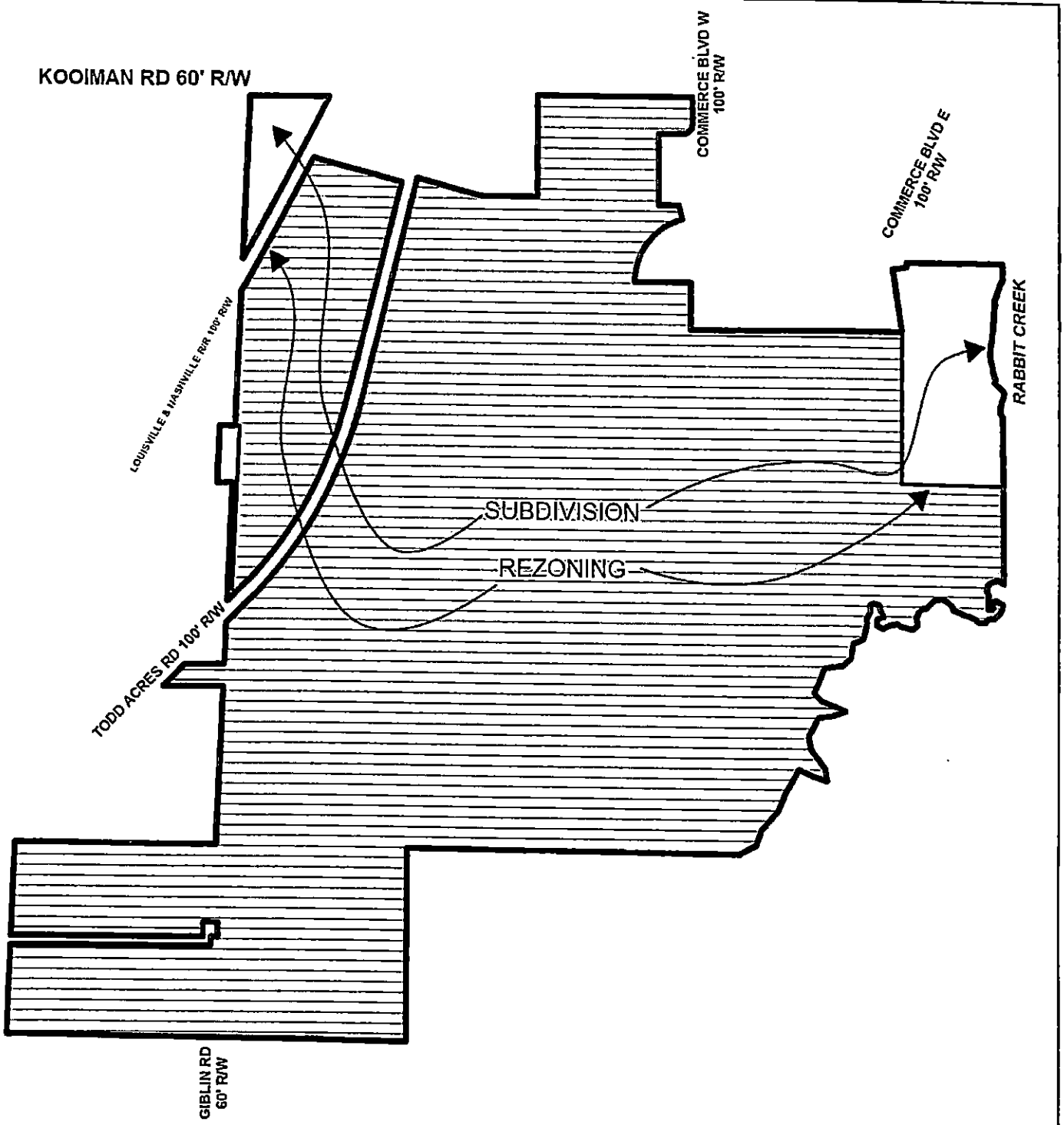
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/25/2022

Funding Source

Project # 2070 Victory Drive West - ME-035-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2070 Victory Drive West	Cover Memo	10/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/20/2022 - 3:05 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2070 VICTORY DRIVE WEST** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2070 VICTORY DRIVE WEST** described as:

LOT 11 BLK 2 VICTORY PLACE MBK 3 P 658 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 074

Last Assessed to: FOOTE TRAVIS G & TIMOTHY J

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 19, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 25, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2070 VICTORY DRIVE WEST.** OWNED BY OR MAY HAVE AN INTEREST: **FOOTE TRAVIS G & TIMOTHY J** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 09 29 4 003 074
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2070 Victory Drive West

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

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

Property Score			
Score	40	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-16-22

Voted 4-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/22/2022

Property Address: 2070 Victory Drive West **District No:** 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


10/18/2022


10/18/2022


10/18/2022

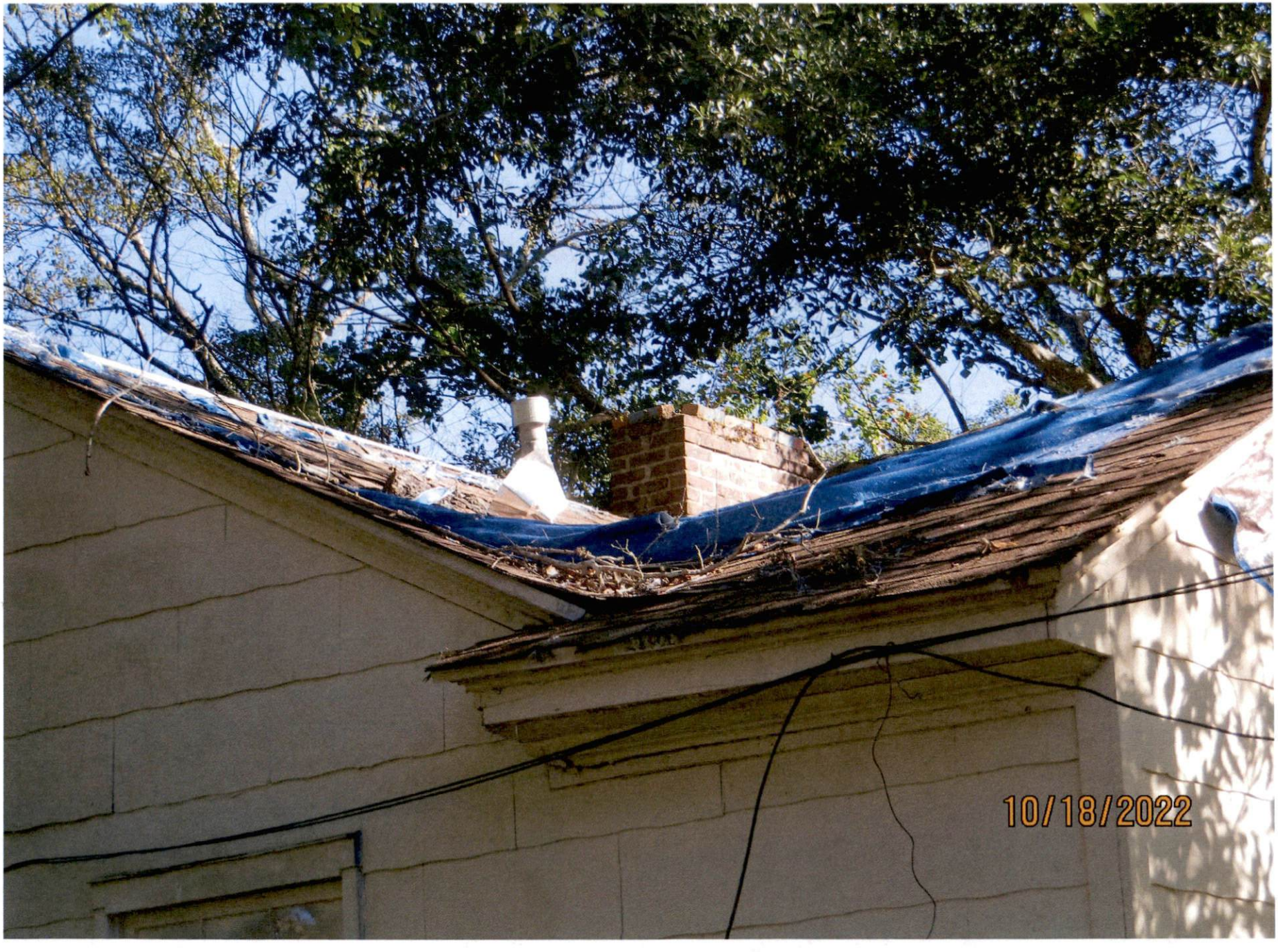

10/18/2022


10/18/2022


10/18/2022


10/18/2022


10/18/2022


10/18/2022

Affidavit of Mailed Notice

October 18, 2022

State of Alabama
County of Mobile

Subject Property – 2070 Victory Drive West.

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

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Travis Foote
2016 Bristlecone Place
Spring, TX 77380-1898

September 1, 2022

RE: **2070 Victory Drive West**
Project Number: ME-035-22

Dear Travis Foote:

On August 22, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2070 Victory Drive West.

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

LOT 11 BLK 2 VICTORY PLACE MBK 3 P 658 #SEC 29 T4S R1W #MP29 09 29 4 003

Parcel Number: 29 09 29 4 003 074

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **October 16, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 16, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 16, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 16, 2022,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on October 25, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2070 Victory Dr W Date: August 2, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 1, 2022

Per the Title Report, the owners are: Travis & Timothy Foote

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Travis Foote 2016 Bristlecone PL Spring TX 77380-1898	Fee simple owner Phone number 713-589-2266 Phone number 832-381-0378
2	Travis Foote PO Box 130789 Spring TX 77393-0789	Fee simple owner Secondary address
3	Timothy Foote 748 Loudon Ridge Rd Loudon NH 03307-1711	Fee simple owner Phone number 603-545-8327 Phone number 603-267-9028
4	Travis & Timothy Foote 2070 Victory Dr W Mobile AL 36606-4207	Subject address

TAX STATUS: CUURENT 2021 PAID

Parties with recorded liens per Title Report:

4 Weed lien filed by the City of Mobile vs Travis G & Timothy J Foote, recorded in Probate on 6/18/2020, Instrument number 2020035864

Open Mortgages

Bank of America, NA Attn: Property Preservation 400 National Way Simi Valley, CA 93065	Mortgage DTD 1/31/2007 and recorded 2/13/2007 6129-1616 Note: Countrywide changed to Bank of America
TC Properties LLC Anthony J Pham 6401 Magnolia PL CT S Mobile AL 36695	Vender's Lien by TC Properties, LLC DTD 11/16/2006 and recorded 11/22/2006 6084-1578

Lis Pendens

Lis Pendens – City of Mobile vs Travis G & Timothy J Foote Instrument number 2022045613 DTD 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/1/2022

Funding Source

Project # 2408 Hart Avenue - ME-110-19 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2408 Hart Avenue	Cover Memo	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/27/2022 - 12:15 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2408 HART AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2408 HART AVENUE** described as:

LOT 17 BLK 1 FAIROAKS MBK 4 P 95 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 038

Last Assessed to: TATUM RUSSELL JR

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 25, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, November 1, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2408 HART AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **TATUM RUSSELL JR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 027 038
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2408 HART AVE

Property Details

PARCEL KEYX	00700236	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	66	SCORE DISCRIPTION	Demo

Notes

FI

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-13-22

Voted 5-0 For Demolition

NUIS[illegible]ICE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/02/2022

Property Address: 2408 Hart Avenue **District No:** 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


2408
10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


ADT
10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022

Affidavit of Mailed Notice

October 25, 2022

State of Alabama
County of Mobile

Subject Property – 2408 Hart Avenue.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Russell Tatum, Jr.
326 Cedar Drive
Mobile, AL 36617-3912

September 8, 2022

RE: **2408 Hart Avenue**
Project Number: ME-110-19

Dear Russell Tatum, Jr.:

On September 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2408 Hart Avenue.

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

LOT 17 BLK 1 FAIROAKS MBK 4 P 95 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 038

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **October 23, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 23, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 23, 2022,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 23, 2022,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on November 1, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2408 Hart Ave Date: August 1, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 20, 2022

Per the Title Report, the owner is: Russell Tatum, Jr

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Russell Tatum, Jr 326 Cedar Dr Mobile AL 36617-3912	Owner Phone Number 251-644-0468
2	Russell Tatum, Jr 2012 Tucker St Mobile AL 36617-2605	Owner
3	Russell Tatum, Jr 2408 Hart Ave Mobile AL 36617	Subject Property

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens filed by the City of Mobile vs. Tontolyne Grayson Filed 9/16/19 Inst. # 2019054760 (Prior owner)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 12:09 PM

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 Medevac Alabama, Inc., for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-781 **2022**

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 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: SEP - 6 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE AN AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an Ambulance 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 September 20, 2022, 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

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, 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:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name_____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director		10,000 Shares (Full)

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: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

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:

Medevac Alabama inc

By: Director/Owner Kenneth C Hughes
Its Director/Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, 20 22

Notary Public

KANISHA GRAY LARGE NOTARY PUBLIC STATE AT LARGE ALABAMA MY COMMISSION EXPIRES 08-23-2025

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____

Signature

4/1/22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kenneth C Hughes

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama inc

Present Position/Title: Director

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.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

CASE ACTION SUMMARY

212020339301 — Case Number -- MC20120027S4

Defendant (Name)
KENNETH CORY HUGHES

Sex Race --- DOB --- Trial Date
M W 08111985

251-

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 8/1/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

COPY

COMPLAINT

==========

Warrant Number: 212020339301 Case Number: --MC20120002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE

COPY

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address		**ick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt: Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**D**	**DL Type:** D	**S**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY:

DATE: 4/07/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
		4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV UNKNOWN	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	CONTACT NAME: Christina Chandler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com
INSURED Medevac Alabama, Inc. dba Medevac International PO Box 1268 Mobile, AL 36633	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TDC Specialty Insurance Company — 34487 INSURER B: National Indemnity Company of the South — 42137 INSURER C: The Sheffield Fund 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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		MFP013962101	5/19/2021	5/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	X Professional Liab						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	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X 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 $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A		600-2022-40431-00	1/1/2022	12/31/2022	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured with respects to the General Liability as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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
Anna Turner

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Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address: **3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 22 2022.**

License Number **1209**

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

MOBILE FIRE-RESCUE DEPARTMENT

JEREMY P. LAMI
FIRE CHIEF

To: Mobile City Council

From: District Chief J.T. Cox

Cc: Fire Chief Jeremy P. Lami

Date: August 30, 2022

Subject: Medevac Alabama Inc. Application

Dear Councilmembers,

In 1991 the Mobile Fire Rescue department developed an ambulance ordinance to better serve the citizens of Mobile. This action was due to extended times on scene waiting for privately owned ambulances to respond to emergency calls. Over the years the city has participated in a rotation where privately owned ambulance services respond to low acuity emergency calls (BLS) and the City Of Mobile Fire-Rescue ambulances respond to life-threatening emergencies (ALS calls).

Over the years, there have been several private ambulance services operating in the City of Mobile. To my knowledge, there have been as many as three privately owned ambulance services operating simultaneously within the City and sharing the responsibility for BLS calls. We currently have two privately owned ambulance services responding to BLS calls within the city: Newman's and Lifeguard.

Since 2014 these privately owned ambulance companies have been held to a response reliability percentage of 90%. This means that they accept and respond to 90% of the BLS calls. This model worked very efficiently until the COVID-19 pandemic. Since COVID-19, both privately owned ambulance companies in Mobile have struggled to maintain a 90% response reliability. They credit this downfall to staffing issues, rising fuel prices, and inflation. I have been working closely with both companies to increase response reliability. We meet quarterly to discuss

issues and to bring forth new ideas to improve our emergency response system. Despite our efforts, these two companies are still not able to meet their required 90% response reliability.

Recently a third privately owned Ambulance Company, MedEvac of Alabama has applied to join in the response rotation for BLS calls within the City of Mobile. At face value, it seems that we could certainly use a third company to share the high call volume. The reality, however, is that this system is more complicated than just call volume. The privately owned ambulance companies operating within the City likely do not achieve the bulk of their revenue from answering the BLS calls. To capture additional revenue, both private ambulance services engage in contractual agreements with local hospitals and healthcare facilities to conduct patient transfers. The obligations to BLS responses and contractual agreements for patient transfers can be problematic when dealing with staffing issues, extended wait times at hospital facilities, low reimbursement rates, and other challenges present in the emergency medical service industry. To be honest, the Mobile Fire-Rescue Department also experiences many of the same issues.

I was tasked with investigating the truthfulness of the information included in the application Medevac of Alabama Ambulance Company submitted to the City. MedEvac of Alabama appears to be a break-away or franchise of sorts underneath the umbrella of MedEvac International. The owner has worked for ambulance services in the Mobile area and is familiar with the market. He plans to dedicate three ambulances for the BLS calls on the MedEvac rotation day, but asks for a 30-day grace period to begin this service. He also commits to adding more ambulances if the need exists. It is also important to note that MedEvac would compete with both Newman's and Lifeguard for inter-facility patient transfer contracts.

I've reviewed the application and provided supplemental information. It's ready to proceed to a public hearing for consideration.

Sincerely,

James T. Cox
District Chief of EMS
Mobile Fire-Rescue Department

The following information will satisfy the department investigation as outlined in The Mobile City Code ***Section 1 Chapter 6 – Ambulances and other medical transportation Sec6-33.***

Parties involved: James Cox, Chief of EMS Mobile Fire Rescue Department

Kenneth Hughes, Owner/operator MedEvac Alabama

Date: August 9, 2022

Number of Ambulances-

3

Plan to comply with 90% response reliability with 3 trucks-

Referencing staffing: In my experience in the Mobile system the staffing on MFRD days has never been exclusive or overwhelming for MFRD days versus non mobile fire days. Essentially the private services will add a handful of extra units to handle the extra demand and NUA a MFRD call when they ran out of units or it would cause a scheduled call to be late. The difference being that depending on how this is done our first units will have nothing else to do.

We have no preexisting contracts to consider, no hospitals we have to keep happy. We actually look forward to the increase in volume and will work to capture as much of it as possible. Can we do it with the three trucks? I actually presume that we can get most of them as the difference will be that with the other services you are getting partial trucks in the beginning you will have almost the truck exclusively.

How will that change over time I cannot say? Again we believe that it would make for the best scenario to give us a ramp up time. But at the same time we will make unit hours available to fulfill the mission. It will take time there is no subsidy that is coming from City to ensure a unit is always available these BLS calls are being rolled out to ensure the availability of MFRD units. But we do want these calls.

Based on everything I have been told there is room and a need for a third service, we do not have unlimited funds. We cannot run it like a government service, we are not owned by a multinational conglomerate. We are a family owned operation. We have to ensure that what we are doing is sustainable. The preexisting services have every reason to say that this is what it takes to be here, but that is not necessarily true. They have the market if we staff the way that they do from day one we will be out of business long before we get things rolling. Their staffing is based upon Mobile Fire and hospital traffic. We will start from scratch in Mobile. We get calls from Mobile but again pursuant with Mobile's interpretation of the ordinances we currently turn them all down. So we will start with very empty ambulance hours to fill.

If Medevac Alabama is allowed into Mobile we will start and get compliant growing with the call volume. We presume that MFRD days will require all hands on deck. We will take that extra volume and turn it into unit hours. It will take time, but the advantage that we have over every other service is that we are hungry and want the volume. They have a controlled market and are

CASE ACTION SUMMARY

212020339301

Case Number -- MC2012002754

Defendant (Name)
KENNETH CORY HUGHES
1330 WILKINS RD
MOBILE, AL 36618-
251-259-8167

Sex Race --- DOB --- Trial Date
M W 08111985
SSN: 416-35-2266

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 4/11/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

Judge - Municipal Court

FEE SHEET

SUMMARY	TIME SERVED
Fine $	_____ days at $ _____ per day
Costs	
Fair Trial Tax	
Peace Officer's Annuity Fund	
Other	
Bond Forfeiture	
Total $	

CASH PAYMENT

Date Receipt Number Amount

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

able to squeeze everything they can out of it. They wish to prevent us from entering the market because we will fundamentally disrupt it. Quite frankly our addition will cause chaos. And that is probably a good thing.

My profound belief is that with 30 days ramp up time we can project our initial hospital traffic and add for MFRD days. Failing this, on MFRD days we will take an all hands on deck approach and put everyone to work to ensure that we get as close to the 40 calls as possible and since we don't have any preexisting commitments in Mobile I dare say we can probably do a pretty good job. We will grow to avoid missing more. Medevac Alabama has the capacity to put the number of units up that the preexisting units are saying they are running we just don't believe that we will need them in Mobile even on MFRD days to start. Quite frankly nothing would make us happier to be wrong and we will adjust as needed. We just do not want to commit to something that is unsustainable.

Condition of trucks- age, mileage etc...

Mr. Hughes included his application for this information.

Items missing from application

a) Sec 6-32 (5) The financial ability of the applicant to comply with the provisions of the chapter.

As to 6-32(5) Medevac Alabama is a privately held corporation that operates independently but in concert with another group. We have set aside a portion of money to get started in operation in Mobile that we believe based upon past experience is sufficient to last until the proceeds resulting from the operation begin to return. Based upon the amount of requests for service from Mobile that we receive daily we believe the Mobile market will be at least marginally profitable to us as an operation. In addition to allowing our other counties to operate more efficiently.

Our units on average need to transport 3.5 patients per 12 hour shift to break even in an urban environment. This changes a little based upon the payer mix we find but based upon my past experience that is what I continue to expect to find in Mobile. Based upon our previous request to date we do not believe achievement of that volume will be terribly difficult.

The largest hurdles for any ambulance company starting is the spin up of a billing operation. Because we have already been operating in Alabama for a couple of years and because we have had the Mobile County license for several months all of these challenges have already been overcome.

Medevac Alabama has positive assets and cash on hand that would allow us to cover the costs associated with adding these additional crews.

b) Sec 6-32(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he/she has rendered in the city.

6-32(6) Medevac Alabama intends to provide primarily a BLS Ambulance service in Mobile. We will have an ALS Ambulance available but it will primary be geared at doing ALS inter-facility transfers. We also have units from Clarke and Baldwin Counties almost constantly in Mobile dropping off. These units will be used as a force multiplier in either picking up patients returning to the areas from which they came or taking patient long distances for upgrades in care. This will allow those units to be more efficient, and is presumed to be one of the bright spots in doing this.

Medevac Alabama is a fairly fluid company we know what Mobile was like in the past. But we assume quite a few things have changed and we will adjust to the market as necessary to ensure that we are adding a needed service that is sustainable. We believe that 3 trucks will be adequate to get started, we presume that during peak times we will need to pull units from Baldwin County and utilize our Clarke transfer to get though the busy times. We do have the capacity to pull up extra ambulances but again we will focus on meeting our obligations, than look to growth one of the lessons i have learned painfully is that getting the ambulance run is the easy part insuring that we get paid for it is the actual work.

I have been in EMS for a little more than 20 years, quite a bit of my career has been spend in Mobile County and the City of Mobile. The pandemic and the drawing in of the city lines have no doubt made some changes to the system but I believe my team is ready to adjust to the changes and add to the overall situation in Mobile.

I have previously spun up new aircraft and whole new services so while there will be a new challenges this is not our first our even the biggest new operation.

As to the need for a third service, we get daily calls from facilities requesting our service. Not because the other services are bad or that we are even that good just merely that they cannot get a service at all or not within a reasonable time. Do not get me wrong I am quite proud of the service we provide but I have a great deal of respect for the Newman family and i have been both inside and a competitor of AMR for quite some time so I have a good idea of what is coming.

Generally speaking we will respond to out of service areas to assist where needed because of the ordinances in place we are unable to assist in mobile. Some of these calls are heart breaking to our dispatchers and show a genuine need in Mobile for another service or at least a means to allow for overflow. Quite frankly we would rather be the overflow but as this is not possible we are capable and willing to come in and do our part to provide more service in Mobile.

We ironically will on occasions get requests from the other preexisting services to come do a trip in mobile for them to which we must politely decline.

The lack of availability is not a short term problem we have been getting these phone calls for more than 2 years. We have been told at times that they could not get a transfer for up to 3 days, but a full day is very normal. We get requested for acute transports from hospitals and even one of the other ambulance services at least weekly not during the pandemic but even right now.

That is of course on the if side, on the 911 side I obviously do not know the complete situation. From our perspective We have seen a draw down from the Mobile side and we see these same units on the Baldwin county side of the bay regularly it would seem that preexisting ambulances would have a hard time providing for their MFRD day when they are sitting outside of Thomas hospital in Fairhope but again that would be information I could not have.

To summarize we believe we can contribute positively to the situation in mobile, I myself and most of my management team have a long history of serving in Mobile. We have spoken to the hospitals they seem quite eager to have us and we believe that by allowing Medevac into Mobile that perhaps it will draw a few more resources back across the bay. Ours and other services.

Does MedEvac have similar experience providing this level of service (transfers and 911 requests) for municipalities in this region? In the examples they provide... How many responses? What was their reliability? Average response time? Need data analysis, not just a number.

Volume wise Medevac Alabama does an average of 400 runs per month and about 1100 loaded miles (Medevac Alabama's trips tend to be long) our dispatch currently sees about 1300 ground runs and 52 fixed wing flights per month in total. Of Medevac Alabama our run volume about 20% is currently 911, with another 32% being urgent upgrades in care the remainder is scheduled trips or trips to a lower level of care.

Availability I would like to discuss availability and if we are able to move forward how we start. I would ask that if we get to move forward that we are allowed a short time to operate in Mobile prior to the start of MF rotation. If you look back Lifeguard was given such a time. My belief is that it will allow for a smoother integration and less issues getting started. This will allow us time to teach the kids how MFRD wants things done (presuming it has not changed), how to navigate Mobile etc. We would certainly wish to do roll over calls during this time to start getting them the experience. Again this is a request we can certainly jump right into it if we must but i would presume that a soft start would have less issues for all involved. I would suggest something like 30 days.

How long has Medevac Alabama Inc. been in business?

Medevac Alabama has been in operation since 3-17-2020.

Can they provide references (preferably municipalities)?

MedEvac Alabama's current experience is limited to Jackson, Monroe and Baldwin Counties. No specific municipalities were mentioned.

In the past 12 months, have there been any complaints filed with the Office of EMS (Alabama State Board of Health) against Medevac Alabama Inc.?

None

How many employees do they currently have? Need breakdown of Paramedics, EMTs, and etc.
Approximately 45 total employees.

We currently employ 42 providers, 8 are paramedics, 1 EMS Driver the rest or EMT's and AEMT's. This is obviously rather fluid, and right now we see ourselves as aemt and emt heavy and paramedic light. We staff currently 4 trucks sometimes 5. Two units are contracted in Clarke County in Jackson one is always available for 911 as the primary 911 provider for Jackson. The other provides Overflow for 911, IFT for all of Clarke County, we also get calls from Monroe, Washington, from Clarke. Our other units are in Baldwin County; Daphne and Foley. These units do essentially all IFT work with a few local nursing home or direct caller runs. We don't really count the mobile truck yet as all it's doing is picking around the edges it is staffed 8 hours per day for doctors' offices and dialysis centers that are outside of mobile at night it taken home by the ops manager and her spouse to fulfill the obligation for 24/7 staffing as we don't yet have a reason to generally use it at night.

Who is their medical control physician?

Dr. Greg Myrick

When was their last state inspection? How did it go? Can they provide a copy of the report(s) for the ambulances listed on their application?

All ADPH Ambulance inspections are current and satisfactory according to the compliance officer at the ADPH Office of EMS.

As it relates to character, Sec 6-32(6), the applicant was accepting transfers from hospitals within the city in November of 2021, claiming they did not realize this practice violated the city ordinance if they transferred patients from hospitals within the city to locations outside city limits. I discussed this matter with Mr. Hughes personally over the phone, after which he agreed to cease all illegal transfers. On July 18, 2022 MedEvac personnel approached a local hospital requesting use of MedEvac ambulances for use in transfers of patients out of the hospital. MedEvac subsequently began accepting illegal transfers once again.

Mr. Hughes explicitly denies accepting any facility transfers from within the City Limits of Mobile. I have email correspondence from Case Management Team Leader Monica Dukes with Ascention Providence Hospital that would lead me to believe otherwise.

37-682 **2022**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Medevac Alabama, Inc., for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted: AUG 09 2022

TABLED

City Clerk

TABLEAU

41-637 **2022**

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 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: JUL 26 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an ambulance 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 August 9, 2022, 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

COMPLAINT

Warrant Number: 212020339301 Case Number: --MC2012002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE
39399 COUNTY ROAD 39
BAY MINETTE, AL 36507-

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE
1330 WILKINS RD
MOBILE, AL 36618-

ORIGINAL

1 ORI # AL0102910 | 2 Date of Report 02/23/12 | 3 Time of Report 1916 AM PM MIL | 4 Type Report: Incident, Offense, Supplement | 5 Supplement Date | 6 Agency Case Number M21121-02-133193 | 7 Suffix

8 Agency Name: MOBILE POLICE DEPARTMENT

5/24/12

9 Sector: 48

EVENT

10 Type of Incident or Offense: Felony / Misdemeanor / Attempted / Completed — HARASSMENT | 11 Degree (Circle): 1 2 3 | 12 UCR Code: 0343 | 13 State Code/Local Ordinance

14 Type of Incident or Offense: Felony / Misdemeanor / Attempted / Completed | 15 Degree (Circle): 1 2 3 | 16 UCR Code | 17 State Code/Local Ordinance

18 Place of Occurrence: 1000 BLOCK OF WILKINS RD MOBILE, AL 36618 — Check here if event occurred at victim's residence

If offense occurred at victim's residence, then only the approximate location should be listed in this section. (For example, a block number should be entered.) If the offense occurred elsewhere, then the specific address should be listed here.

Victim Demographics (Where victim is an individual)

19 Sex: M / F | 20 Race: W / B / A / I | 21 Ethnicity: Hispanic / Other | 22 Multiple Victims / LE Officer | 23 Age: 30

24 Offender Suspected of Using: Alcohol / Drugs / Computer Equipment / N/A | 25 Gang: Juvenile Gang / Adult Gang / None/Unknown | 26 Hate Bias: Yes / No | 27 Bias Code

29 Point of Entry: Door / Roof / Window / Other

30 Method of Entry: Forcible / Attempted Forcible / No Force

31 Local Use

32 Lighting: 1 Natural, 2 Moon, 3 Artificial Exterior, 4 Artificial Interior, 5 Unknown

33 Weather: 1 Clear, 2 Cloudy, 3 Rain, 4 Fog, 5 Snow, 6 Hail, 7 Unknown

34 Location Type (Circle): 01 Terminal, 02 Bank, 03 Bar, 04 Church, 05 Commercial, 06 Construction, 07 Conv Store, 08 Dept Store, 09 Drug Store, 10 Field/Woods, 11 Govt/Public Building, 12 Supermarket, 13 Highway/Street, 14 Hotel/Motel, 15 Jail/Prison, 16 Lake/Waterway, 17 Liquor Store, 18 Parking Lot/Garage, 19 Storage Facility, 20 Residence/Home, 21 Restaurant, 22 School/College, 23 Service/Gas Station, 24 Specialty Store, 25 Other/Unknown

35 Occurred from MM/DD/YY: 02/23/12 | 36 Time of Event: 1704 AM PM MIL | 37 Day of Week: S M T W T F S (5)

38 Occurred to MM/DD/YY | 39 Time of Event AM PM MIL | 40 Day of Week S M T W T F S

41 If Premises Entered (Burglary)

42 Type Criminal Activity: B Buying/Receiving, C Cultivating/Manu, D Distributing/Selling, E Exploiting Children, O Operating/Promoting, P Possessing/Concealing, T Transporting/Importing, U Using/Consuming

43 Victim Type (1): Individual, B Business, F Financial (Bank), G Government, R Religious Org, S Society

PROPERTY

44 Loss Code	45 Property Code	46 Qty	47 Property Description (Include Make, Model, Size Type, Serial #, Color, Drug Type, Drug Qty, Etc.)	48 Dollar Value Stolen	48 Dollar Value Damaged	49 Recovered Date	49 Recovered Value
			ENTD MC				
			24 FEB 2012				

Continued on Supplement

Loss Code (Enter letter in loss code column): S Stolen, R Recovered, D Damaged/Destroyed, C Confiscated/Seized, B Burned, F Forged/Counterfeited, N None

Property Code (Enter # in property type column): 01 Aircraft, 02 Alcohol, 03 Autos, 04 Bicycles, 05 Buses, 06 Clothes, 07 Computer, 08 Consumables, 09 Credit Card, 10 Drugs, 11 Drug Equip, 12 Farm Equip, 13 Firearms, 14 Gambling Equipment, 15 Heavy Construction, 16 Household Goods, 17 Jewelry, 18 Livestock, 19 Merchandise, 20 Money, 21 Negotiable Instrument, 22 Non-negotiable Instru, 23 Office Equipment, 24 Other Motor Vehicle, 25 Purse/Wallet, 26 Radios/TV/VCR, 27 Recordings, 28 RV's, 29 Structure - Single Occupancy Dwelling, 30 Structure - Other Dwelling, 31 Structure - Other Commercial, 32 Structure - Industrial/ Manufacturing, 33 Structure - Public/Community, 34 Structure - Storage, 35 Structure - Other, 36 Tools - Power/Hand, 37 Trucks, 38 Vehicle Parts/Accessories, 39 Watercraft, 77 Other

VEHICLES

50 Stolen Vehicle Only | Area Stolen: Residence / Business / Rural | 51 Ownership verified by: Tag Receipt / Title / Bill of Sale / Other | 52 Veh. Categories: Recovered / Victim's Vehicle / Abandoned / Stolen / Suspect's Vehicle / Unauthorized Use

53 Vehicle Year	54 Vehicle Make	55 Vehicle Model	56 Number Veh Stolen	57 Vehicle Description

58 Vehicle Style | 59 Vehicle Color: Top / Bottom | 60 License | 61 LST | 62 LIY | 63 Tag Color

64 Vehicle VIN Number

65 Warrant Signed: Yes / No | Warrant Number

Motor Vehicle Recovery Only Required For 24XX UCR Code

66 Stolen in your jurisdiction? Yes / No Where?

67 Recovered in your jurisdiction? Yes / No Where?

ADMINISTRATION

68 Case # | 69 SFX | 70 Case # | 71 SFX | 72 Case # | 73 SFX

74 Case Status: 0 Pending, 2 Inactive, 3 Closed

75 Multiple Cases Closed Listed Above / Multiple Cases Closed Listed On Supplement

76 Entered NCIC/ACJIC: Yes / No

77 Case Disposition: 1 Cleared by Arrest (Juvenile), 2 Cleared by Arrest (Adult), 3 Unfounded, 4 Exceptional Clearance, 5 Administratively Cleared

78 Exceptional Clearance (Circle One): A Suspect/Offender Dead, B Prosecution Declined/Other Prosecution, C Extradition Denied, D Victim Refused to Cooperate, E Juvenile (No Custody), F Death of Victim

Date (MM/DD/YY)

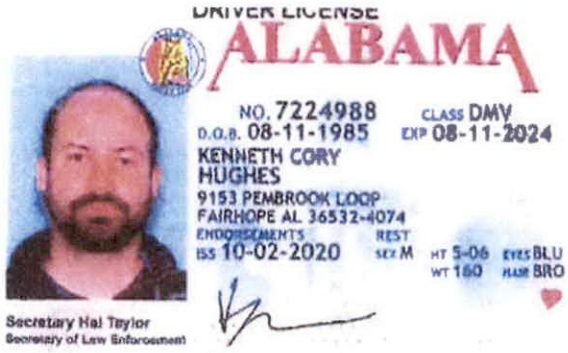
NIC/AIN #:

79 Reporting Officer: D. McCARTHY (145) 14918 — Officer ID Number

80 Approving Officer — Officer ID Number

81 Supervisor Approving: SAS 2862 — Officer ID Number

82 Watch Commander — Officer ID Number


DRIVER LICENSE
ALABAMA
NO. 7224988 CLASS DMV
D.O.B. 08-11-1985 EXP 08-11-2024
KENNETH CORY
HUGHES
9153 PEMBROOK LOOP
FAIRHOPE AL 36532-4074
ENDORSEMENTS REST
ISS 10-02-2020 SEX M HT 5-06 EYES BLU
WT 160 HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforcement

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:

Medevac Alabama inc

By: Kenneth C Hughes
Its Director / owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 **DAY OF** April, **20** 21

ERICA ANDERSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
10-28-2025
ALABAMA STATE AT LARGE

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: Kenneth C Hughes

Date of Birth: 08-11-1985 Security #: 416-35-2266

Present Address 9153 Pembrook Loop Fairhope AL 36532

Home Phone Number: 251-259-8137 Work Phone Number: 907-538-1620

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama Inc

Present Position/Title: Director

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.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

4/12/22
Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: 9153 Pembrook Loop Fairhope AL 36532

Previous Address: 163 Windsor Drive Daphne Al 36533

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: 416-35-2266

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/12/22

Date signed

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 416-35-2266

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
212020339301	2120203393	4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address:	9153 PEMBROOK LOOP FAIRHOPE ALABAMA 36532	**Nick Name:**	
Phone:	251-259-8137		
Race:	W - WHITE	**DOB:**	8/11/1985
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:** 7224988	**DL Type:** D	**SSN:** 416-35-2266
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates A RECORD

CHECKED BY:

DATE: 4/07/2022

Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address: **3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day. **June 22 2022.**

License Number 1209

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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Home Phone Number: 251-259-8137 Work Phone Number: 907-538-1620

Attach a copy of your current driver's license to this sheet

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Present Position/Title: Director

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.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: 9153 Pembrook Loop Fairhope AL 36532

Previous Address: 163 Windsor Drive Daphne Al 36533

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

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Social Security Number: 416-35-2266

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Signature

4/1/22

Date signed

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Chandler
AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TDC Specialty Insurance Company	34487
INSURER B: National Indemnity Company of the South	42137
INSURER C: The Sheffield Fund	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Medevac Alabama, Inc. dba Medevac International
PO Box 1268
Mobile, AL 36633

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		MFP013962101	5/19/2021	5/19/2022	EACH OCCURRENCE	$ 1,000,000
	X Professional Liab						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			72APS100179	5/19/2021	5/19/2022	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 $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		600-2022-40431-00	1/1/2022	12/31/2022	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured with respects to the General Liability as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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

Anna Turner

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The ACORD name and logo are registered marks of ACORD

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars ($1,000,000.00) each person; and

2. One million dollars ($1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars ($1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars ($1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars ($250,000.00) each person and

2. Five hundred thousand dollars ($500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars ($100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of $500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

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b. Property damage liability—One million dollars ($1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars ($1,000,000.00) per occurrence.

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a. Bodily injury liability:

1. Two hundred fifty thousand dollars ($250,000.00) each person and

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(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

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:

Medevac Alabama inc

By: Director/owner Kenneth C Hughes
Its Director/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, **20** 22

Notary Public

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director	9153 Pembrook Loop Fairhope AL 36542	10,000 Shares (Full)

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: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, 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:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(If different from address provided in Part I)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttle, limousine, carriage, charter or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Department to review the application and the information provided therein. The Police Department shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Police Department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

Gauthier, Lana

From: Chris Arledge <Chris.Arledge@atchisonlaw.com>
Sent: Thursday, August 25, 2022 2:27 PM
To: Kessler, Florence
Cc: Gauthier, Lana
Subject: medevac

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: External Email

Flo you had mentioned something about Medevac. If the fire chief's investigative report is finished that just needs to be submitted to the council/clerk and then the clerk can do a call for public hearing to put on the agenda (6-34). That needs to be published once at least 10 days prior to the hearing.

Christopher A. Arledge
The Atchison Firm, P.C.
411 Azalea Road
Mobile, AL 36609
Tel. (251) 665-7200
Fax (251) 665-7250

NOTICE TO RECIPIENT / READER:
The material in this message is intended solely for the individual(s) named above. The contents and any attachments are considered to be privileged and confidential communication that is exempt from disclosure unless otherwise noted. No waiver of any privilege is to be implied or applied if this material was sent to an incorrect destination. Dissemination and reading anything more than this notice is strictly prohibited unless you are the individual(s) to whom it is addressed. If you are not the individual(s) to whom this is addressed, you are to read only this notice and call the sender immediately at 251-665-7200 or reply by e-mail and delete the entire message. No one who is not presently a client of The Atchison Firm, P.C., may rely on any legal advice in this message or in any attachment.

To comply with recently enacted Treasury Regulations, we must inform you that any tax advice contained in this correspondence is not intended or written by the writer to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by federal tax law.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ward International Trucks LLC for 3 International MV607 shuttle trucks for Public Services Trash Collection.

General fund.

Amount of Contract:

$341,730.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221208 Ward Agenda Package POs	Cover Memo	12/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:11 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
882	2023	(F7000) MOTOR POOL	3 2024 INTERNATIONAL MV607 SHUTTLE TRUCKS FOR PUBLIC SERVICES TRASH COLLECTION (SEALED BID 5738)	$341,730.00	(232872) WARD INTERNATIONAL TRUCKS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000882-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE. VENDOR TO PROVIDE 2024 INTERNATIONAL MV607 WITH CUMMINS B637 260 ENGINE AND HAVING A TRUCK EQUIPMENT SALES HYDRAULIC KIT AND TRAILER TOWING PACKAGE INSTALLED. Additional Description Notes --- 2022 OR NEWER FREIGHTLINER OR HINO MAKE SHUTTLE TRUCK. REQUESTED BY PUBLIC SERVICES 2090 TRASH AND GARBAGE,	3.00 EACH	113910.00000	341730.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .			341730.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 341730.00

Bill To	Requisition 00000882-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
WARD INTERNATIONAL TRUCKS LLC P O BOX 5375 MOBILE, AL 36605 Tel#251-433-5616 Fax 251-433-5617	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	232872				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	341730.00	545214.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	341730.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	10/19/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/19/22	JAMES DELAPP	
Approved	10/19/22	MARC VASSALLO	Auto approved by: 910518527
Approved	12/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	12/08/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/08/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/08/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/08/22	JOHN PAINE	
Approved	12/08/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/24/2022	5738	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, November 18, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-10	**CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE** Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications. Year _____ Make _____ Model _____ Engine _____ Hydraulic Kit _____ Trailer Package _____ Provide literature and specifications on product bid. Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages. Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile. City of Mobile Business License will be required. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid. Pricing to be firm for a one (1) year period following the award of this bid. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or 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.

2022 or Newer Shuttle Truck with the following MINIMUM specifications:

	Yes	No
GENERAL		
1. AXLE CONFIGURATION 4X2	____	____
2. GVWR Rating 33,000	____	____
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60"	____	____
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet.	____	____
FRAME		
1. TOW HOOKS, FRONT (2) Frame Mounted	____	____
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10. 125" x 3.580"X 0.312", Minimum RBM 1,700,000. Frame assembly huck bolts only. No threaded bolts. No tapered rails.	____	____
3. BUMPER, FRONT Contoured, Steel, Powder Coated	____	____
FRONT AXLE AND SUSPENSION		
1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor MFS-12-122A or equal.	____	____
2. SUSPESION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity Minimum, with Shock Absorbers.	____	____
BRAKES		
1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications	____	____
2. AIR BRAKE ABS (Bendix Antilock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)	____	____

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck ____ ____
4. AIR DRYER Bendix AD-IP with Heater ____ ____
5. AUTOMATIC SLACK ADJUSTERS Font and Rear ____ ____
6. NON-ASBESTOS BRAKE LININGS Front and Rear ____ ____
7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers ____ ____
8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake ____ ____
9. AIR COMPRESSOR 18.7 CFM ____ ____
10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel ____ ____
11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail ____ ____

STEERING

1. STEERING COLUMN Tilting ____ ____
2. STEERING WHEEL 4-Spoke; 18'' Dia., Black ____ ____
3. STEERING GEAR Power (Sheppard M100 or equal) ____ ____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration ____ ____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe ____ ____

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include: Data Link Connector for vehicle programming and diagnostics, Integral headlight Dimmer Switch with Turn Lever, Integral Parking Light with Front Turn Signal and Rear Tail Light, Electric Key Operated Starter Switch, Dual Combination Stop, Turn Tail and Back Up Lights with Reflector, Self-Cancelling Turn Signal Switch with Lane Change Feature, Flush Mounted Front Turn Signals including Reflectors and Auxiliary Side Turn Signals, Solid State Flashers _____ _____

2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor _____ _____

3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity, Mounted Left Side Under Cab _____ _____

4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total Minimum, Top Threaded Stud _____ _____

5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket _____ _____

6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses _____ _____

7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input _____ _____

8. Speakers (2) 6.5'' Dual Cone Mounted in Doors _____ _____

9. HORN, ELECTRIC Disc Style _____ _____

10. HORN, AIR Black, Single, Trumpet, With Lanyard Pull Cord _____ _____

11. HEADLIGHTS Halogen, Composite Aero Design _____ _____

12. STARTING MOTOR 12-Voly, with Soft-Start _____ _____

FRONT END

1. GRILLE Stationary Chrome ____ ____

2. FRONT END Tilting, Fiberglass, with Three Piece Construction ____ ____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White ____ ____

2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches ____ ____

3. KEYS-Door and Ignition keys should be the same. Provide 4 fully functional keys per truck. ____ ____

ENGINE

1. ENGINE, DIESEL, **(6.7 Cummins Only)** In-Six Cylinder Only, Minimum260HP @2400 RPM,
   Minimum 660 lb.-ft Torque @1600 ____ ____

2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler ____ ____

3. FAN DRIVE Viscous Type, Screw On ____ ____

4. AIR CLEANER with Service Protection Element ____ ____

5. ANTI-FREEZE Red, Extended Lift Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection ____ ____

6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 ____ ____

7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel ____ ____

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control ____ ____

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway ____ ____

2. TRANIMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal ____ ____

3. TRANSMISSION OIL Synthetic ____ ____

4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction ____ ____

5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming ____ ____

6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released ____ ____

7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission ____ ____

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD. ____ ____

2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs ____ ____

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab ____ ____

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab ____ ____

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred. ____ ____

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction. ____ ____

2. AIR CONDITIONER with Integral Heater & Defroster. ____ ____

3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display ____ ____

4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ ____

5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust ____ ____

6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment ____ ____

7. SEAT BELTS, High Visibility Orange ____ ____

8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width ____ ____

9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq. ____ ____

10. CAB INTERIOR TRIM Classic, for Day Cab ____ ____

11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height ____ ____

12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature. ____ ____

13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door ____ ____

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs ____ ____

2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal ____ ____

3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal ____ ____

4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hud-Piloted, Flanged Nut, with Steel Hubs ____ ____

5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service ____ ____

TOW PACKAGE TO CONFIGURED AS

1. WETLINE KIT to include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter on lines from the trailer and another filter between the tank and t the pump inlet, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain two (2) D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders ____ ____

   Hydraulic oil tank shall be no smaller than 20 inches wide x 20 inches tall x 15 inches deep. Tank shall have quarter turn cut off valves at the outlet and inlet to the tank. These valves shall be plumbed into the tank. ____ ____

2. PTO on/off switch must be assessable from standing outside of truck ____ ____

3. PINTLE HITCH to be SAF-Holland model/part # PH-210RD11 NO SUBSTITUTE Hitch shall be mounted such that the center point of the hitch is 37 inches from the ground. Hitch mounting

shall be able to handle 90,000 pounds. _____ _____

. Vendor to supply pictures of proposed wet line kit if requested _____ _____

CONCRETE WEIGHT BOX shall be provided empty but secured to the chassis .
Box size shall be no less than 16" tall, 48" long and 23" wide. Vendor
shall provide a formed lid that will fit over the concrete weight box,
Lid not to be attached. City will fill the box and attach the lid
Weight box shall be mounted over the center of the rear axle _ _____ _____

TRAILER CONNECTIONS there shall be connections for air brakes
and hydraulic connections for dumping trailer and operating the
landing gear
_____ _____

Tow package Must be approved before manufactured and installed _____ _____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis _____ _____

OWNERS MANUAL – Printed and Electronic copy. _____ _____

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:1/3/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel.

General fund.

Amount of Contract:
Total of all is $244,633.91.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221212 Agenda Package Fuel POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3061	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3062	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3064	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3065	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3051	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3052	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION

3053	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3054	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3056	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3057	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3058	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3059	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION
3060	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	$17,201.59	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00003061-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003061-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379605.37
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003061-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003062-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003062-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379605.37
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003062-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003064-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003064-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379605.37
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003064-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003065-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7510.00 GALLON	2.99000	22454.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22454.90
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00003065-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22454.90	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003065-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003051-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003051-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003051-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003052-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003052-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003052-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003053-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003053-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003053-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003054-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003054-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

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

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003054-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003056-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003056-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003056-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003057-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003057-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003057-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003058-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003058-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020. FLEET MANAGEMENT EXP FUEL & LUBRICANTS	17201.59	5379568.81

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003058-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003059-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003059-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003059-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003060-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8210.00 GALLON	2.09000	17158.90
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			17158.90
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8210.00 EACH	0.00520	42.69
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.69

Bill To	Requisition 00003060-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 17201.59

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17201.59	5379568.81
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105neej
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	12/09/22	JOHN PAINE	Auto approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	12/09/22	JAMES NEESE JR	

Bill To	Requisition 00003060-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
12/30/2022

Documents

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

Items

Item Name	Product Code		UOM
AUTAUGA, GASOLINE, 8,200 > GALLONS	180000000002-999-1-1	0.00	Gallon
AUTAUGA, DIESEL, 7,500 > GALLONS	180000000002-999-1-2	0.00	Gallon

Item Name	Product Code		UOM
BALDWIN, DIESEL, 7,500 > GALLONS	180000000002-999-1-3	0.00	Gallon
BARBOUR, GASOLINE, 8,200 > GALLONS	180000000002-999-1-4	0.00	Gallon
BARBOUR, DIESEL, 7,500 > GALLONS	180000000002-999-1-5	0.00	Gallon
BIBB, GASOLINE, 8,200 > GALLONS	180000000002-999-1-6	0.00	Gallon
BLOUNT, GASOLINE, 8,200 > GALLONS	180000000002-999-1-7	0.00	Gallon
BLOUNT, DIESEL, 7,500 > GALLONS	180000000002-999-1-8	0.00	Gallon
BULLOCK, GASOLINE, 8,200 > GALLONS	180000000002-999-1-9	0.00	Gallon
BULLOCK, DIESEL, 7,500 > GALLONS	180000000002-999-1-10	0.00	Gallon
BUTLER, GASOLINE, 8,200 > GALLONS	180000000002-999-1-11	0.00	Gallon
BUTLER, DIESEL, 7,500 > GALLONS	180000000002-999-1-12	0.00	Gallon
CALHOUN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-13	0.00	Gallon
CALHOUN, DIESEL, 7,500 > GALLONS	180000000002-999-1-14	0.00	Gallon
CHAMBERS, DIESEL, 7,500 > GALLONS	180000000002-999-1-15	0.00	Gallon

1 2 3 4 5 6 7 ›

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017
Expiration Date: 09/30/2022
Solicitation Number:
Award Date:
Modification Date: 08/03/21

Procurement Folder: 368619
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 6

CONTACT INFORMATION

REQUESTOR:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

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COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

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

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

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

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

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

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

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

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

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

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

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

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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Firm Name _____

By _____

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchases of diesel fuel for the Wave Transit.

Amount of Contract:

$89,819.60

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221212 Agenda Package Wave Fuel POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3087	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3088	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3089	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION
3090	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$22,454.90	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00003087-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7510.00 GALLON	2.99000	22454.90
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003087-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/09/22	JAMES NEESE JR	GL Allocation changed
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003087-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003088-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
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	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003088-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003089-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
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	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
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Bill To	Requisition 00003089-00 FY 2023
ACCOUNTS PAYABLE	
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MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
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	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003089-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003090-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7510.00 GALLON	2.99000	22454.90
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			22454.90
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7510.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00003090-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 22454.90

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	22454.90	5379568.81
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	12/09/22	JAMES NEESE JR	GL Allocation changed
Approved	12/09/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/09/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/09/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/09/22	JOHN PAINE	Approved by: 9105neej
Approved	12/09/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003090-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
12/30/2022

Documents

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

Items

Item Name	Product Code		UOM
AUTAUGA, GASOLINE, 8,200 > GALLONS	180000000002-999-1-1	0.00	Gallon
AUTAUGA, DIESEL, 7,500 > GALLONS	180000000002-999-1-2	0.00	Gallon

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:
Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to DS Diesel Services LLC to replace engine on 2019 Elgin Pelican street sweeper.
General Fund.

Amount of Contract:

$29,827.27

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221212 Diesel Agenda Package POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2493	2023	(2050) FLEET MANAGEMENT – GARAGE	REPLACE ENGINE ON 2019 ELGIN PELICAN STREET SWEEPER (SEALED BID 5747)	$29,827.27	(291971) DS DIESEL SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 1

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	SERVICE: ENGINE REPLACEMENT SPECIFICATION Repair Elgin Pelican Sweeper Asset #76128 / Year: 2019 Repair Needed to City of Mobile Elgin Pelican Sweeper: 1. Supply Long Block Engine. 2. Remove existing engine and install Renewed long block engine. 3. Replace Crankcase Breather Assembly. 4. Replace Injectors and Injector Wiring Harness. 5. Replace EGR Valve Assembly. 6. Replace Cam Sensor. 7. Replace Crank Sensor. 8. Replace Engine Oil Pressure Sensor. 9. Replace Engine Temperature Sensor. 10. Replace Injector Control Sensor. 11. Replace Manifold Air Pressure Sensor. 12. Replace Water Pump Assembly. 13. Replace All Engine Belts. 14. Replace All Engine Mounts. 15. Replace All Engine Water Hoses and Clamps. 16. Install New Motor Oil according to Manufacturer Specifications. 17. Replace Engine Air Filter. Service to be performed: 1. Completely Drain and Flush Radiator and Cooling System. 2. Inspect and	1.00 LOT	29827.27000	29827.27

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 2

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Pressure Test Cooling System. 3. Install New Antifreeze according to Manufacturer Specifications. 4. Remove and Inspect Turbo Charger Assembly for Serviceability. Replace if needed. Engine Specifications: Engine Family: FT4 Engine 4.5L Engine Family: 4045 2 Valve Diesel Engine Engine SN: PE4045U099022 Part # Long Block Asset #76128 Make: Elgin Model: Pelican Vin #NP41897 Asset #76128 Operate and Inspect all Repairs: 1.Vendor will perform Break-In-Procedures before returning the vehicle to the Municipal Garage. 2.Vendor will perform a Final Road Test with a Municipal Garage Technician to show that the Engine is operating properly. Vendor: 1.Will be responsible for transporting the vehicle from the Municipal Garage located at 770 Gayle St., Mobile, AL 36604, to their repair site. 2. Will be responsible for delivery of the vehicle after all repairs have been made to the original location of 770 Gayle St., Mobile, AL 36604. Contact Person: John Evans, Garage Supervisor City of			

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL 36604	Review:
	Buyer: 9105spam
	Status: Approved Page 3

Vendor	Ship To
DS DIESEL SERVICES LLC	MUNICIPAL GARAGE
2955 W MAIN ST	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-554-8261	Delivery Reference
Fax 251-382-1797	DOWNEY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Mobile/Garage 770 Gayle St. Mobile, AL 36604 Office Phone: (251) 208-2883 Cell Phone: (251) 377-0726 AS PER BID VENDOR IS TO HAVE THE SWEEPER REPAIRED AND RETURNED WIIHIN 30 DAYS OF PICK UP FRO THE CITY OF MOBILE GARAGE. VENDOR REPONSIBLE TO PICKUP AND TRANSPORT SWEEPER TO THEIR SHOP. THE CITY WILL DELIVERED THE REMOVED ENGINE AD ITS PARTS TO THE VENDOR'S SHOP. AS PER MY BID #5747 AND YOUR QUOTE			
	Additional Description Notes			

	ESTIMATE 11/16/22			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			29827.27
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DOWNEY			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			

Work Order: 176181

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL 36604	Review:
	Buyer: 9105spam
	Status: Approved Page 4

Vendor	Ship To
DS DIESEL SERVICES LLC	MUNICIPAL GARAGE
2955 W MAIN ST	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-554-8261	Delivery Reference
Fax 251-382-1797	DOWNEY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Work Order Task: 1				
	Requisition Link			
	Requisition Total			29827.27

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.		
MOTOR POOL EXP REPAIR PARTS	29827.27	5379568.81

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

Activity	Date	Clerk	Comment
CCancelled	12/10/22	JOHN PAINE	GL Allocation changed
Approved	11/23/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/12/22	CHARLES SUMRALL	Awarded to Diesel Service for
Approved	11/28/22	KINA ANDREWS	Auto approved by: 910518527
Approved	11/28/22	JAMES DELAPP	
Approved	11/28/22	MARC VASSALLO	Auto approved by: 910518527
Approved	12/12/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/12/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/12/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/12/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/12/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/12/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/12/22	JOHN PAINE	
Approved	12/12/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00002493-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Approved Page 5

Vendor	Ship To
DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DOWNEY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/23/22	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5747

ENGINE REPLACEMENT ON ELGIN PELICAN SWEEPER

DS DIESEL SERVICES	SUNSOUTH
$29,827.27	$37,575.00
30 DAYS TO REPAIR	6-8 WEEKS TO REPAIR

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/01/2022	5747	Garage	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, December 9, 2022

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.					
1 each	**ENGINE REPLACEMENT IN 2019 ELGIN PELICAN STREET SWEEPER** Vendor to replace existing engine with factory remanufactured engine and make other repairs as per the attached specifications. Vendor will be responsible to pick sweeper up from City of Mobile Municipal Garage and return unit when repairs are completed. Price to replace engine, do other repairs, and transport to and from City Municipal Garage: $_____ Time to do repairs from pickup at Municipal Garage until repaired unit is returned to the City of Mobile Municipal Garage: _____ Remanufactured engine vendor: _____					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, contact City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

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.

ENGINE REPLACEMENT SPECIFICATION

Repair Elgin Pelican Sweeper Asset #76128 / Year: 2019

Repairs Needed to City of Mobile Elgin Pelican Sweeper:

1. Supply New Reman Long Block Engine.
2. Remove existing engine and install Renewed long block engine.
3. Replace Crankcase Breather Assembly.
4. Replace Injectors and Injector Wiring Harness.
5. Replace EGR Valve Assembly.
6. Replace Cam Sensor.
7. Replace Crank Sensor.
8. Replace Engine Oil Pressure Sensor.
9. Replace Engine Temperature Sensor.
10. Replace Injector Control Sensor.
11. Replace Manifold Air Pressure Sensor.
12. Replace Water Pump Assembly.
13. Replace All Engine Belts.
14. Replace All Engine Mounts.
15. Replace All Engine Water Hoses and Clamps.
16. Install New Motor Oil according to Manufacturer Specifications.
17. Replace Engine Air Filter.

Service to be performed:

1. Completely Drain and Flush Radiator and Cooling System.
2. Inspect and Pressure Test Cooling System.
3. Install New Antifreeze according to Manufacturer Specifications.
4. Remove and Inspect Turbo Charger Assembly for Serviceability. Replace if needed.

Engine Specifications:

Engine Family: FT4 Engine 4.5L

Engine Family: 4045 2 Valve Diesel Engine
Engine SN: PE4045U099022
Part # New Reman Long Block
Asset #76128
Make: Elgin
Model: Pelican
Vin #NP41897

Operate and Inspect all Repairs:

1. Vendor will perform Break-In-Procedures before returning the vehicle to the Municipal Garage.

2. Vendor will perform a Final Road Test with a Municipal Garage Technician to show that the Engine is operating properly.

Vendor:

1. Will be responsible for transporting the vehicle from the Municipal Garage located at 770 Gayle St., Mobile, AL 36604, to their repair site.

2. Will be responsible for delivery of the vehicle after all repairs have been made to the original location of 770 Gayle St., Mobile, AL 36604.

Contact Person:

John Evans, Garage Supervisor
City of Mobile/Garage
770 Gayle St.
Mobile, AL 36604
Office Phone: (251) 208-2883
Cell Phone: (251) 377-0726

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:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S .Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to K&K Systems Inc for two electronic solar-powered, trailer-mounted LED message signs for Traffic Engineering.
CIP

Amount of Contract:

$27,380.30

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221212 KK Agenda Package POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1887	2023	(2060) TRAFFIC ENGINEERING	TWO ELECTRONIC SOLAR-POWERED, TRAILER-MOUNTED LED MESSAGE SIGNS FOR TRAFFIC ENGINEERING (GSA CONTRACT)	$27,380.30	(294556) K&K SYSTEMS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001887-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE AND GSA CONTRACT GS-03F-0015Y EXPIRES 10-14-2026			
001	P/N MB9757 Solar Powered, Portable Changeable Message Sign. Capable of three lines of alphanumeric 12” high text and graphics/animations, all LED display, self contained on-board computer, multiple alphanumeric fonts, powder coat paint system. Display is 97” x 57”, with hydraulic style trailer. Supports 100 plus predefined messages (text and graphics) and supports user customizable messages. System comes standard with four (4) 100 amp 12-volt batteries (totaling 400 12V amps) batteries and 120 watts of solar. Vendor Item *Amount reflects $400.00 freight.	2.00 EACH	13490.15000	27380.30
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0020 .OPERSUPPLS. .			27380.30

Bill To	Requisition 00001887-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
K&K SYSTEMS INC	ELECTRICAL
687 PALMETTO RD	854 GAYLE STREET
	MOBILE, AL 36604
TUPELO, MS 38801	DLOVE@CITYOFMOBILE.ORG
Tel#888-414-3003	Delivery Reference
Fax 662-566-7123	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 27380.30

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

Account			Amount	Remaining Budget
E E0020	.OPERSUPPLS.	.	27380.30	372179.02

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	27380.30	5379568.81

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	12/12/22	SANDRA LEWIS	GL Allocation changed
Approved	11/07/22	MARYBETH BERGIN	Auto approved by: 91054000
Approved	11/07/22	JENNIFER WHITE	

Bill To	Requisition 00001887-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 3

Vendor	Ship To
K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/22	294556				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/07/22	BRENDA RHODES			
	Approved	11/07/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	11/07/22	RELYA MALLORY		Auto approved by: 910511034	
	Forward	12/08/22	DONNA MICHELE STANLEY		Automatic Forward to 9105paij	
	Queued	12/12/22	MARYBETH BERGIN		Automatic Forward to 9105paij	
	Queued	12/12/22	JENNIFER WHITE		Automatic Forward to 9105paij	
	Pending		BRENDA RHODES		Automatic Forward to 9105paij	
	Pending		TIFFANY HOLLINS		Automatic Forward to 9105paij	
	Pending		RELYA MALLORY		Automatic Forward to 9105paij	
	Pending		DONALD ROSE		Automatic Forward to 9105paij	
	Pending		SANDRA LEWIS		Automatic Forward to 9105paij	
	Pending		KAREN NAMAN		Automatic Forward to 9105paij	
	Pending		JOHN PAINE		Automatic Forward to 9105paij	
	Pending		MICHAEL SPAFFORD		Automatic Forward to 9105paij	

Authorized By: _____ Date: _____
Signature

K&K Systems, inc.
Traffic Safety Products Manufacturer

Tel: 888-414-3003
Web: www.k-ksystems.com
Fax: 662-566-7123
Email: Sales@k-ksystems.com

GSA

Multiple Award Schedule Contractor

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to- date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage! ® is: GSAAdvantage.gov.

K & K SYSTEMS, INC.
TRAFFIC SAFETY PRODUCTS MANUFACTURER
CONTRACT NUMBER: GS-03F-0015Y
CONRACT EXPIRES: OCTOBER 10, 2026
NAICS: 339950 --- OLM, MAS
SPECIAL ITEM NUMBER (SIN) 339950
SCHEDULE NUMBER: MAS

K & K SYSTEMS, INC.
687 PALMETTO RD.
TUPELO, MS 38801

PHONE: 1-888-414-3003
FAX: 1-662-566-7123
E-MAIL: info@k-ksystems.com
WEBSITE: www.k-ksystems.com
PRODUCTS ALSO AVAILABLE ON: gsaadvantage.gov

CONTRACT ADMINISTRATOR
ALICE K. BINGHAM
PHONE: 888-414-3003 / 662-566-2025
FAX: 662-566-7123
EMAIL: ali@k-ksystems.com

Business Size: Small Business

K&K Systems, inc.
Traffic Safety Products Manufacturer

Tel: 888-414-3003
Web: www.k-ksystems.com
Fax: 662-566-7123
Email: Sales@k-ksystems.com

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN'S): 339950, OLM

2. MAXIMUM ORDER: $1,000,000.00+
3. MINIMUM ORDER: $1.00

4. GEOGRAPHIC COVERAGE: 48 contiguous states and Washington D.C., Hawaii, Alaska, APO and FPO addresses and to a CONUS port of consolidation point for overseas activities

5. POINT (S) OF PRODUCTION: K & K Systems, Inc. – 687 Palmetto Rd. Tupelo, MS 38801

6. BASIC DISCOUNT: 4.1%, 3.1%, 1.1%

7. QUANTITY DISCOUNT(S): 1-3, 4-7, 8-999

8. PROMPT PAYMENT TERMS: NET 10. 1% DISCOUNT OFFERED

9. GOVERNMENT PURCHASE CARD ACCEPTED: YES

10. FOREIGN ITEMS: All items are Trade Agreement Act (BAA/TAA) compliant.

11. TIME OF DELIVERY AFTER RECEIPT OF ORDER: 30-45 DAYS

12. F.O.B. POINTS(S): TUPELO, MS 38801

13. ORDERING ADDRESSES:

K & K Systems, Inc.
687 Palmetto Rd.
Tupelo, MS 38801
Phone: 888-414-3003
Fax: 662-566-7123
E-Mail: ali@k-ksystems.com
Website: k-ksystems.com
GSA Advantage! http://www.gsaadvantage.gov

K&K Systems, inc.
Traffic Safety Products Manufacturer

Tel: 888-414-3003
Web: www.k-ksystems.com
Fax: 662-566-7123
Email: Sales@k-ksystems.com

14. PAYMENT ADDRESS (ES):

K & K Systems, Inc.
P.O. Box 1065
Verona, MS 38801

OR

687 Palmetto Rd.
Tupelo, MS 38801

15. WARRANTY PROVISION: 1 year limited warranty, Factory Depot. K & K Systems, Inc., Inc. also has other warranty options (call for availability).

16.) EXPORT PACKING CHARGES: NOT APPLICABLE

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCES: K & K Systems, Inc. excepts VISA, MASTERCARD, AND AMERICAN EXPRESS

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: NOT APPLICABLE

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Safeco Inc for annual renewal of SafetyPlusWeb safety management and training software.

General fund.

Amount of Contract:

$19,200.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221212 Safeco Agenda Package POs	Cover Memo	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:10 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
2775	2023	(0535) OFFICE OF PROFESSIONAL RESPONSIBILITY	ANNUAL RENEWAL FOR SAFETYPLUS SAFETY MANAGEMENT AND TRAINING SOFTWARE (SEALED BID 5477)	$19,200.00	(296902) SAFECO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002775-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor
SAFECO INC
4254 HALLS MILL ROAD

MOBILE, AL 36693
USA

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
zirlottk@cityofmobile.org

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	296902				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- Annual Renewal			
001	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- Renewal: SafetyPlusWeb 2023 Subscription Online Training System 12 months @ $1,600 per month. Vendor Item Inventory Item/Loc 1719	1.00 EACH	19200.00000	19200.00
1	1000.10.05.0535.0535.0500.0000.0000.42115.			19200.00

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602

Requisition Link

Requisition Total 19200.00

Bill To	Requisition 00002775-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.05.0535.0535.0500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor
SAFECO INC
4254 HALLS MILL ROAD

MOBILE, AL 36693
USA

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602
zirlottk@cityofmobile.org

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
3RD FLOOR (OPR)
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/05/22	296902				OFFICE OF PROF. RESPONSIBIL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.10.05.0535.0535.0500.0000.0000.42115.	19200.00	413440.67

OFFICE OF PROF. RESP. EXP SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	12/08/22	ROBERT LASKY	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/12/22	DONALD ROSE	Auto approved by: 9105fola
Approved	12/12/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	12/12/22	KAREN NAMAN	Auto approved by: 9105fola
Approved	12/12/22	JOHN PAINE	Auto approved by: 9105fola
Approved	12/12/22	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	12/12/22	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/06/2020	5477	RISK MANAGEMENT	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, October 23, 2020

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.					

SAFETY MANAGEMENT SOFTWARE

Off the Shelf Safety Management Software as per the following and attached specifications.

Bidder will return both these sheets and the attached sheets in a sealed envelope.

Attached is a copy of the City of Mobile's standard contract to which the winner's bid will be attached.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. **TO BE AWARDED ALL OR NONE.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE SEALED BID #5477

SAFETY MANAGEMENT SOFTWARE

1. The City of Mobile is seeking commercial-off-the-shelf cloud-based software product to manage the City's safety compliance program. The City safety program covers the City employee workforce of approximately 2500 persons, to include police officers, firefighters, sanitation service workers, parks and recreation workers, and a wide range of other public service employees.

2. The City safety program includes incident reporting, documentation, investigation and management; facility compliance and risk reduction; and employee training, compliance, reporting and tracking. The City does not currently use a dedicated safety management software product, instead using an ad hoc collection of spreadsheets, Access databases, and personnel tracking software.

3. PERFORMANCE REQUIREMENTS: The City desires the software product to incorporate existing City incident, facility, and personnel records, in addition to accepting new data. The software must have intuitive, user-friendly interfaces, and excellent dashboard and reporting capabilities. and will include at a minimum the following features:

   a. Incident Management
      (1) Electronic Incident Report forms that can be accessed and completed via smartphone, tablet and computer
      (2) Track medical restrictions and work status of injured employees
      (3) Generate OSHA 300 log and auto-populate info from logged incidents
      (4) Track vehicle accidents and incident history with customizable fields
      (5) Generate advanced analytics and reports used for determination of trends and patterns
      (6) Option to attach documents including photographs

   b. Employee Tracking
      (1) Track and generate reports for employee certifications and other requirements
      (2) Notify users of upcoming certification expirations
      (3) Track and generate records of employee immunizations

   c. Facility/Location Audits
      (1) Electronic audit forms can be accessed and completed via smartphone, tablet and computer that allow for document and photograph upload
      (2) Provide automatic audit scoring based on set parameters
      (3) Provide reports detailing open/resolved safety hazards and risks with advanced analytics

   d. Substance Abuse Tracking
      (1) Generate random selection lists for employee testing
      (2) Document and record substance testing results

   e. Initial Implementation of Data and Ongoing Support

(1) Initial upload of employee roster including name, DOB, gender, employee ID, department, title, supervisor and driver's license and contact info
(2) Allows manual updates of rosters and records
(3) Data retention of prior employees that are no longer in service
(4) Initial upload of historical incident data including injuries, vehicle accidents and substance testing results
(5) Unlimited users, or the option to include a range of users at set pricing points
(6) Configurable permission levels for all users
(7) Initial and ongoing training and support via phone or computer
(8) Any upgrades to the software are included in the subscription

4. SOFTWARE SECURITY REQUIREMENT: The provider is required to have ISO 27001, 27017, or 27018 certified, or equivalent, security controls for cloud services due to the personally identifiable and protected health information that is expected to be handled by the software services offered.

5. OTHER PROVISIONS: The selected provider will be expected to sign a contract with the City of Mobile for the services provided.

   a. The provider will be required to register with the City of Mobile as a vendor and obtain a certification to operate a business within Alabama from the Alabama Secretary of State's office. Providers that maintain a business presence in Mobile will also require a City of Mobile business license.

   b. Provider will be expected to indemnify City, but the City will not indemnify the provider.

   c. Provider will be required to possess and provide additional insured coverage in the following amounts:
      (1) Business liability: $1,000,000
      (2) Cyber Risk/Data Breach $1,000,000

6. SELECTION PROCESS: The City will select the provider whose product meets or exceeds the above criteria at the best overall pricing as bid herein.
   a. The City expects that the software will be offered on a subscription basis, but will consider the total cost of ownership for a three year period in bid evaluation.
   b. Provider may be required to demonstrate software performance for the City to validate software fitness for the purpose desired. It is the City's sole discretion as to whether the offered software meets the City's performance expectation.
   c. The City will consider price preference for local providers in accordance with Alabama Code 41-16-50(a).

7. BID SUBMISSION:- Please provide the following information and sign below, using additional sheets for clarification as indicated:

   a. Business name:_____

   b. Business Address:_____

_____

_____

   c. State of incorporation:_____

   d. Point of contact name, title, email, phone._____

_____

   e. Name of your software product _____

   f. Web link for your software product:_____

   g. PRODUCT CONFORMANCE TO SPECIFICATIONS: Does your software meet the performance criteria, including ISO 27001, 27017, or 27018 certification or equivalent? YES / NO
On a separate sheet, please describe any exceptions or clarifications, and the specific security controls for which your product is certified.

   h. TERMS: Will you be able to comply with the contract terms? YES / NO
On a separate sheet, please describe any exceptions or clarifications, and a copy of any SAAS or End User License Agreement.

   i. COST/PRICING: On a separate sheet, please provide a three-year total of the overall cost to the City for the software product. Please break down pricing into monthly and occasion specific components, to include:
      (1) Data import
      (2) Configuration
      (3) License/subscription fees.
Please indicate what is inclusive in the total pricing, and the pricing of any optional items. Where you cannot bill according to lump sum pricing, please include unit pricing and your best assumptions regarding hours, hourly rates, licenses or other pricing elements for which you would intend to charge at a unit rate.

8. SIGNATURE: _____

   Printed Name and Title:_____

   Date: _____

9. SUBMIT THIS SIGNED SHEET, with attached pricing and supplemental information by the Bid submission due date and time, and to the mailing address, as listed on the first page of this Request for Bids.

10. Questions may be submitted via E-MAIL only, not later than 5 days before bid opening, to Purchasing@CityofMobile.org.

11. This bid, and any addenda to this bid, may be found at: https://www.cityofmobile.org/services/business/bids/

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____(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.

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.

(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.
(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.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay ionly for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

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. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to 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. O. 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. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

_____

_____

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,

_____, Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public
My Commission expires on: _____

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk
_____ Date

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to insure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcna Inc for 2,150 assorted aluminum street signs for Traffic Engineering.
General fund.

Amount of Contract:

$60,440.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221215 Vulcan Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:11 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
1051	2023	(2060) TRAFFIC ENGINEERING	2,150 ASSORTED ALUMINUM STREET SIGNS FOR TRAFFIC ENGINEERING (MOBILE COUNTY COOPERATIVE SEALED BID 63-22)	$60,440.00	(270972) VULCAN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
002	AS PER YOUR BID MOBILE COUNTY 63-22 SIGN STREET, NAME BLANK, 9" X 30" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE #105 Vendor Item Inventory Item/Loc 15922	300.00 EACH	28.87000	8661.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			8661.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
003	SIGN COMPLETE, MOUNTED ON ALUMINUM BLANK, ALLOY 50-52-H38, . 080 GUAGE, STANDARD HOLES, ALUMINUM TO BE MILL CERTIFIED, SHEETING TO BE 3M DG3 REFLECTIVE SHEETING WITH COMPATIBLE INK, STOP, R1-1, 30", OCTAGON.	200.00 EACH	40.64000	8128.00
	Additional Description Notes --- LINE # 1 FOR REFERENCE Vendor Item Inventory Item/Loc 13166			
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			8128.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD	200.00 EACH	8.30000	1660.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	HOLES, 3M TYPE XI SHEETING, .080 ALUMINUM, 6" X 18". "ALL WAY" Additional Description Notes --- LINE # 6 ON BID Vendor Item Inventory Item/Loc 11326			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1660.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	SIGN COMPLETE 12" X 18" ON ALUM BLANK (ALLOY 5052-H38) STANDARD HOLES, 3M TYPE IV SHEETING, R8-3, R7-201P, NO PARKING, TOW-AWAY (SYMBOLS). Additional Description Notes --- LINE # 23 OF BID	100.00 EACH	10.18000	1018.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 11248			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1018.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SIGN STREET, NAME BLANK, 9" X 24" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE # 108 OF BID	200.00 EACH	23.22000	4644.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			4644.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	SIGN STREET, NAME BLANK, 9" X 36" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE # 102 FOR REFERENCE	200.00 EACH	34.67000	6934.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			6934.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
008	SIGN STREET, NAME BLANK, 9" X 42" ALLOY 50-52-H38 .080 GA ALUMINUM, 3M DG3 WHITE SHEETING BOTH SIDES, 3/4" ROUNDED CORNERS, TYPE X1. Additional Description Notes --- LINE # 99 FOR REFERENCE	100.00 EACH	40.31000	4031.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			4031.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD	200.00 EACH	14.13000	2826.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 7

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	HOLES, HIGH INTENSITY PRISMATIC SHEETING, .080 ALUMINUM, W13-1, ADVISORY SPEED (BLANK) 18" X 18" Additional Description Notes --- LINE #172 FOR REFERENCE Vendor Item Inventory Item/Loc 11253			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2826.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD HOLES, ON 3M HIGH INTENSITY GRADE SHEETING ON .080 ALUMINUM, 24 X 30, R4-7, KEEP RIGHT (SYMBOL) Additional Description Notes ---	50.00 EACH	27.05000	1352.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	LINE # 10 FOR REFERENCE Vendor Item Inventory Item/Loc 11274			
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1352.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES, 3M HIGH INTENSITY, .080 ALUMINUM, HI-R5-1, DO NOT ENTER, 30" X 30" Additional Description Notes --- LINE # 13 FOR REFERENCE Vendor Item Inventory Item/Loc 11250	50.00 EACH	33.81000	1690.50
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1690.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	SIGN COMPLETE MOUNTED ON ALUM INUM BLANK, ALLOY 5052-H38, ST ANDARD HOLES, ON 3M HIGH INTENSITY PRISMATIC (HIP) SHEETING ON .080 ALUMINUM, 24 X 30, R2-1, SPEED LIMIT (BL ANK) Additional Description Notes --- LINE #10 FOR REFERENCE Vendor Item Inventory Item/Loc 11271	50.00 EACH	27.05000	1352.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1352.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 10

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	SIGN COMPLETE 30"X36" .080 ALUMINUM ALLOY 5052-H38 STANDARD HOLES, 3M HIP HIGH INTENSITY PRISMATIC, BLACK LEGEND & BORDER, BACKGROUND WHITE, SPEED LIMIT, R2-1 Additional Description Notes --- LINE #15 FOR REFERENCE Vendor Item Inventory Item/Loc 15771	50.00 EACH	40.57000	2028.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2028.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 11

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
014	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK, ALLOY 5052-H38, STANDARD HOLES, 3M HIP SHEETING ON .080 ALUMINUM, 24 X 48, S5-1 (15) SCHOOL SPEED LIMIT 15 WHEN FLASHING Additional Description Notes --- LINE # 55 FOR REFERENCE Vendor Item Inventory Item/Loc 11275	50.00 EACH	55.20000	2760.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			2760.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	SIGN BLANK ONLY, ALLOY 50-52- H38, STANDARD HOLES, .063 ALUMINUM, 12 X 18, Additional Description Notes --- LINE # 132 FOR REFERENCE	50.00 EACH	6.92000	346.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			346.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To			

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 13

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	SIGN BLANK ONLY, ALLOY 50-52- H38, STANDARD HOLES, .080 ALUMINUM, 18 X 24 Additional Description Notes --- LINE #141 FOR REFERENCE Vendor Item Inventory Item/Loc 11258	50.00 EACH	12.61000	630.50
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			630.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
017	SIGN BLANK ONLY, ALLOY 50-52- H38, STANDARD HOLES, .080 ALUMINUM, 12	50.00 EACH	9.08000	454.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 14

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	X 24 Additional Description Notes --- LINE # 133 FOR REFERENCE			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			454.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
019	SIGN COMPLETE 36"X36" .080 ALUMINUM ALLOY 5052-H38 STANDARD HOLES, 3M DG3 REFLECTIVE SHEETING, SYMBOL & BORDER BLACK, BACKGROUND FLORESCENT YELLOW, GREEN (FYG), SCHOOL S1-1 Additional Description Notes --- LINE # 54 FOR REFERENCE Vendor Item Inventory Item/Loc 15779	100.00 EACH	62.10000	6210.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 15

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2060.3005.0000.0000.44020.			6210.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
020	SIGN COMPLETE .080 ALODIZED, 50-58-H38 ALUMINUM. STANDARD HOLES, 3M HIGH INTENSITY FLUORESCENT YELLOW SHEETING (TYPE IV), BLACK SYMBOL PEDESTRIAN CROSSING W11-2. 30" x 30". Additional Description Notes --- LINE # 49 FOR REFERENCE Vendor Item Inventory Item/Loc 17104	50.00 EACH	33.81000	1690.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1690.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 16

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
021	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES, TYPE IV SHEETING, .080 ALUM, R-SERIES, 2 COLORS, "STOP HERE ON RED" 24" X 30". LEFT ARROW. Additional Description Notes --- LINE #10 FOR REFERENCE	50.00 EACH	27.05000	1352.50
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			1352.50

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 17

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
022	SIGN COMPLETE MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38) STANDARD HOLES,HIGH INTENSITY (HIP) SHEETING, RESERVED HANDICAPPED, 12" X 18", .063 ALUMINUM, Additional Description Notes --- LINE # 27 FOR REFERENCE	100.00 EACH	9.80000	980.00
1	1000.40.20.3005.2060.3005.0000.0000.44020.			980.00

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
023	SIGN COMPLETE, MOUNTED ON ALUMINUM BLANK (ALLOY 5052-H38), HIP, STANDARD HOLES, .080 ALUMINUM, W14-2, NO OUTLET, 30" X 30" Additional Description Notes --- LINE # 13 FOR REFERENCE	50.00 EACH	33.81000	1690.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			1690.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			

Bill To	Requisition 00001051-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
VULCAN INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#800-633-6845	Delivery Reference
Fax 251-943-1544	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/20/22	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 60440.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	60440.00	966488.25
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	12/14/22	DONALD ROSE	Auto approved by: 910518227
Approved	12/14/22	SANDRA LEWIS	
Approved	12/14/22	KAREN NAMAN	Auto approved by: 910518227
Approved	12/14/22	JOHN PAINE	Auto approved by: 910518227
Approved	12/14/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

County Engineer
W. Bryan Kegley II, P.E., P.L.S.

Assistant County Engineer
Kimberly N. Sanderson, P.E.

Engineering Manager - Construction
James Vorpahl, P.E.

Engineering Manager – Development/Inspections
Matthew Barclift, P.E., C.F.M.

Engineering Manager – Design
Rhonda G. Gulledge, P.E.

Public Works Director
Richard A. Mitchell, P.E.

Deputy Public Works Director
R. Neal Howard, P.E.

Public Works Assistant Superintendent
Richard H. Crist, Sr., P.L.S.

Division Transportation Superintendents
Donald Dixon
Garry Jordan
Vernon Lucious
Patrick Williams

MOBILE COUNTY ENGINEERING & PUBLIC WORKS

Date: **September 14, 2022**
To: **Susan Holland, Purchasing**

From: Brad Wittmann, P.E.
Brad Wittmann, P.E., PTOE
Traffic Engineer

Ref: **Bid # 63-22 Annual Traffic Sign Material Bid**

After review, we recommend award of this contract to the low bidder – Vulcan, Inc.

MOBILE COUNTY COMMISSION

205 Government Street 8TH FL South
Mobile, Alabama 36644

BID INVITATION NO. 63-22

JULY 29, 2022

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:
ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:
NOTE: PRICES MUST REMAIN FIRM FROM OCTOBER 1, 2022 THROUGH DECEMBER 31, 2022.
Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent, 205 Government Street, 8th FL South, Mobile, Alabama 36644, susan.holland@mobilecountyal.gov prior to the bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding $15,000.00: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, or postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall furnish proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at www.mobilecountyal.gov.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY 30-45 TERMS Net 30 Days You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. AUGUST 31, 2022.

ALL BIDS MUST BE SEALED, "BID NUMBER, COMPANIES NAME, AND NAME OF THE BID ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE." THE BIDDER WILL RETURN THE ENTIRE BID PACKAGE. BIDS MUST BE DELIVERED TO THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR SOUTH TOWER OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION

Glenn L. Hodge

GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum of

$ see attached list.
Delivery can be made in 30-45 days from receipt of order.

RESPECTFULLY
BY J. Todd Koniar/General Manager & Vice President





IMPORTANT

THIS DOCUMENT MUST BE COMPLETED,

SIGNED AND RETURNED WITH YOUR BID

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-31-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at [illegible] and [illegible].

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

_____ (company name) has no employees in the State of Alabama

Or

Vulcan, Inc. (company name) is enrolled in E-Verify and a copy of the electronically signed signature page of the company's Memorandum of Understanding is attached.

08/19/22	J. Todd Koniar	General Manager & Vice President
Date	Signature	Title

may subject the Web Services 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 Web Services Employer.

Approved by:

Web Services Employer	
Vulcan Inc.	
Name (Please Type or Print) Jennifer Minto	Title
Signature Electronically Signed	Date 10/07/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/07/2019

E-Verify

Company ID Number: 1457194

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Vulcan Inc.
Company Facility Address	410 East Berry Avenue Foley, AL 36535
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	630513868
North American Industry Classification Systems Code	331
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

E-Verify

Company ID Number: 1457194

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

E-Verify

Company ID Number: 1457194

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Sharon Markey
Phone Number	(251) 972 - 1330
Fax Number	
Email Address	recruiter@vulcaninc.com

Name	Mary Jacoby
Phone Number	(251) 972 - 1330 ext. 1932
Fax Number	
Email Address	mary.jacoby@vulcaninc.com

Name	Paula Fasanello
Phone Number	(251) 972 - 1330
Fax Number	
Email Address	paula.fasanello@vulcaninc.com

Name	Jennifer Minto
Phone Number	(251) 972 - 1396
Fax Number	
Email Address	jennifer.minto@vulcaninc.com

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MOBILE COUNTY COMMISSION BID FORM

Date: 08/19/22

BID # 63-22

ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

Name of Company: Vulcan Inc., dba Vulcan Aluminum; Vulcan Signs

Company Representative J. Todd Konlan/General Manager & Vice President
(Print)

Company Representative
(Signature)

Address PO Box 1850, Foley, AL 36536-1850

Phone Number (888) 846-2745 Fax Number(251) 943-7590

Federal ID Number 63-0513868

Email Address vulcan1@vulcaninc.com

Company Web Address www.vulcaninc.com

Please attach a current W-9.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Vulcan, Inc.

2 Business name/disregarded entity name, if different from above
DBA Vulcan Aluminum, Vulcan Signs, Vulcan Metal Stampings, Vulcan Utility Signs, Vulcan Aluminum Mill

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P O Box 1850

Requester's name and address (optional)

6 City, state, and ZIP code
Foley, AL 36536-1850

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 3 - 0 5 1 3 8 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01/05/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SPECIFICATIONS

TRAFFIC SIGN MATERIALS

The following specifications
shall apply to each item based on type of sign material composition.

A. Sheeting Material

All Sign Sheeting Materials used for all signs for Mobile County Traffic Department shall be in conformance with the ASTM Standard Specification for Reflective Sheeting for Traffic Control, D 4956-09, and approved manufactures of the sheeting Type materials shall be on the approved Alabama Department of Transportation products list for use and only for their "Type" category in which they were qualified.

Bidders will not be permitted to cross bid, (ie: Type IXF being bid as Type IV)

Sign sheeting materials used by Type:

Type IV - High Intensity, retroreflective sheeting,"microprismatic"

Type VIII — Super High Intensity, retroreflective sheeting (ASTM D 4956 Table 2), "microprismatic.
Type XI — Super High Intensity, unmetalized cube corner microprismatic retroreflective sheeting. (ASTM D 4956-09, Table 10)

Type VIII and Type XI reflective sheeting shall meet the minimum coefficients of retroreflection as described in ASTM D4956-09 for type VIII and type XI sheetings, respectively.

1. General characteristics and packaging. The signs supplied shall be of good appearance, free from ragged edges, cracks, and extraneous materials, and show careful workmanship with the messages and border sharply defined.

2. All signs must be protected with slip-sheeting and be packaged in quantities of 10 or less, (50 lbs. max.), with protective closed cell padding placed around outer surfaces.

3. The protective slip-sheeting shall be easily removable. The supplier will replace signs when removable liners will not separate easily from the sign.

4. All costs to return and replace any damaged and unusable signs shall be the sole responsibility of the suppliers.

5. All signs shall conform with the design, size, layout and color standards set by the Manual on Uniform traffic Control Devices, (MUTCD), or by Mobile County only under special request written orders. No other standard will be accepted and all costs, to replace the materials, including return shipping and replacement shipping, if requirements are not met, will be the sole responsibility of the bidder.

6. All bidders shall furnish a Material Performance Certification with their bid which certifies that all material furnished under this bid shall have performance life of not less than seven (7) years. Failure of their product within this stipulated period of time will result in the bidder replacing all material in kind in addition to reimbursing Mobile County for all costs involved in the removal, refurnishing and reinstalling signs which are found to be defective.

7. The following abbreviations are used in the itemized sign descriptions:

F - Fluorescent
FY - Fluorescent Yellow
FO - Fluorescent Orange
FYG - Fluorescent Yellow Green

B. BLANK MATERIAL

All signs shall be made from the following specifications:

1. Material: Aluminum Alloy 5052-H38 .08 thickness **unless otherwise noted**

2. Mechanical Property Limits:

   Tensile Strength - ultimate - 39.0 KSI
   - yield - 32.0 KSI
   Percentage Elongation in 2" - 4%
   Chemical Composition Limits

- Silicon	.45%
- Copper	.10%
- Manganese	.10%
- Magnesium	2.2% - 2.80%
- Chromium	.15% - .35%
- Zinc	.10%
- Aluminum	Remainder

3. Fabrication:

   ** **Note:** Corner Radius for all street name signs shall be 1/2".**

   3.1 All Mounting Holes for Sign Blanks shall meet the Design Standards of the Alabama Manual on Uniform Traffic Control Devices for **"U"** Channel Posts, punched with 3/8" diameter holes on 1" centers, unless otherwise specified by Mobile County.

4. A representative sample sign blank may be required before shipment of the order.

C. Sign Installation Hardware Accessories

1 All materials shall be made from high strength aluminum under 400 tons pressure. Tensile strength 45,000 PSI tumbled and de-greased for smoothness and ease of handling.

2. The brackets shall be provided with cadmium plated set screws Set screws must be able to secure signs in place with minimum 25 inch pounds of applied pressure

3. All brackets and caps shall be for U-Channel posts

4. All Hardware shall be appropriate for heavy-duty use

D. Decal Specifications

Shall be from high gloss, premium, enclosed glass bead lens, retroreflective, printable, polyester film with pressure sensitive permanent adhesive on back side protected by a release liner, The material shall be usable for screen printing application.

Decals shall be able to adhere to painted sign material listed elsewhere in these specifications under normal range of climate conditions expected for the environment of Mobile, Al and shall be good to excellent in dimensional stability and suitable for 2 yrs of service.

The decals shall be printed in contrasting, highly visible colors resistant to heat, chemicals, abrasion and sunlight, with the following information: (layout template attached)

a. list of years, 2 digits, present through 5 years future,
b. list of months, alpha/num
c. list of days of months, 1-31
d. list of installer - TR1, TR2, OTR
e. list of work description- RPR, RPL, NEW
f. statement "A Property of Mobile County, Alabama; WARNING; IT IS UNLAWFUL TO REMOVE OF DEFACE ANY TRAFFIC CONTROL DEVICE; PUNISHABLE BY FINE UP TO $5000 AND/OR 12 MONTHS IN JAIL; REPORT ANY DAMAGE BY CALLING 251-574-4030"

E. DELIVERY OF MATERIAL

1. Shipment of materials will be to <u>one</u> of the following per each purchase authorization:

Mobile County Traffic Department
Attention: Mr. Tom Hudson
1150 Schillinger Road North
Mobile AL 36608

City of Mobile
Traffic Engineering
852 Gayle St
Mobile, Al 36604

E. ITEMS TO BE BID ON

1 The following groups are listed seSigns with Faces Mounted on Blanks (1 or 2 sided)
Blanks only (without the Sign Faces)
Sign Installation Hardware Accessories
Decals

2. All items on the bid will remain at the unit price each for the duration of the contract life.

3. Mobile County reserves the right to purchase any or all items bid and in any combination. Mobile County will order the minimums listed for each item, but may also order any amount over minimum listed.

4. The bidder selected shall be able to supply all items listed in this bid list.

F. CONTRACT LIFE

The expiration date of this contract will be three (3) months from October 1, 2022 through December 31, 2022. The bidder shall supply all items at the unit price listed for the life of the contract

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41-16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials and, for the County of Mobile, be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

THIS IS AN ALL OR NONE BID

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
R-SERIES RIGHT-OF-WAY SERIES					
R1-1	STOP (TYPE XI)	30" X 30"	50	40.64	1
R1-1	STOP (TYPE XI)	36" X 36"	50	58.59	2
R1-1	STOP (TYPE XI)	48" X 48"	10	113.88	3
R-SERIES RIGHT-OF-WAY SERIES					
R-1-2 YIELD	(TYPE XI)	30" X 30" X 30"	50	23.78	4
R-SERIES RIGHT-OF-WAY SERIES					
R-1-2 YIELD	(TYPE XI)	36" X 36" X 36"	50	32.16	5
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE XI)	18" X 6"	50	8.30	6
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLOR	(TYPE IV)	36" X 12"	50	16.23	7
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 18"	50	16.23	8
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 24"	50	21.64	9
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 30"	50	27.05	10
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	24" X 36"	50	32.46	11
2-COLORS	(TYPE XI)	24" X 36"	50	41.40	12
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	30" X 30"	50	33.81	13
2-COLORS	(TYPE XI)	30" X 30"	50	43.12	14
R-SERIES SPEED AND MOVEMENT SERIES					
2-COLORS	(TYPE IV)	30" X 36"	50	40.57	15
2-COLORS	(TYPE XI)	30" X 36"	50	51.75	16

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
R-SERIES	SPEED AND MOVEMENT SERIES				
	3-COLORS (TYPE IV)	30" X 30"	50	35.00	17
	3-COLORS (TYPE XI)	30" X 30"	50	44.50	18
R-SERIES	SPEED AND MOVEMENT SERIES				
	3-COLORS (TYPE IV)	24" X 30"	50	28.00	19
	3-COLORS (TYPE XI)	24" X 30"	50	35.60	20
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV)	12" X 6"	20	4.93	21
	2-COLORS (TYPE IV) (.63 thickness)	12" X 6"	20	4.13	22
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV)	12" X 18"	20	10.18	23
	2-COLORS (TYPE IV) (.63 thickness)	12" X 18"	20	8.68	24
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV) (.63 thickness)	12" X 24"	20	12.68	25
R-SERIES	PARKING RESTRICTION SERIES				
	2-COLORS (TYPE IV)	24" X 30"	20	27.18	26
R-SERIES	PARKING RESTRICTION SERIES				
	3-COLORS (TYPE IV) (.63 thickness)	12" X 18"	20	9.80	27
	3-COLORS (TYPE IV)	12" X 18"	20	11.30	28
	"MARDI-GRAS"				
	3-COLORS(TYPE IV) (.63 thickness)	12" X 24"	50	13.80	29
R-SERIES	PARKING RESTRICTION SERIES				
	3-COLORS (TYPE IV)	24" X 24"	20	22.40	30
R-SERIES	PARKING RESTRICTION SERIES				
	3-COLORS (TYPE IV)	24" X 30"	20	28.00	31
M, D & I - SERIES	GUIDE SERIES				
	2-COLORS (TYPE IV)	21" X 15"	20	15.04	32
M, D & I - SERIES	GUIDE SERIES				
	2-COLORS (TYPE IV)	24" X 6"	20	13.80	33

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	24" X 30"	50	27.05	34
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	30" X 36"	50	40.57	35
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	48" X 30"	50	54.10	36
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	60" X 30"	50	67.62	37
M, D & I - SERIES GUIDE SERIES 2-COLORS	(TYPE IV)	72" X 36"	20	97.38	38
MISCELLANEOUS SERIES					
N-W Crime Stopper 3 - COLORS	(TYPE IV)	18" X 24"	25	20.67	39
CD - 1 Evacuation Route 2 – COLORS	(TYPE IV)	18" diameter	25	16.13	40
CD - 1 - R Evacuation Route 2 - COLORS	(TYPE IV)	18" diameter	25	16.13	41
CD - 1 - L Evacuation Route 2 - COLORS	(TYPE IV)	18" diameter	25	16.13	42
CD - 1 - STR Evacuation Route 2 – COLORS	(TYPE IV)	18" diameter	25	16.13	43
C - 2 Drug Free School Zone 2 – COLORS	(TYPE IV)	18" X 12"	25	12.34	44
CV - 28 - B Adopt - A - Mile 2 – COLORS	(TYPE IV)	24" X 18"	25	20.67	45
Neighborhood Watch 3 - COLORS	(TYPE IV)	18" X 12"	25	12.34	46
Neighborhood Watch 3 - COLORS	(TYPE IV) (.63 thickness)	18" X 12"	25	10.82	47

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
	Special School Sign				
	3 - COLORS (TYPE XIFYG)	96" X 36"	2	170.88	48
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	30" X 30"	50	33.81	49
	(TYPE XI)	30" X 30"	50	43.12	50
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" X 18"	50	24.34	51
	(TYPE XI)	36" X 18"	50	31.05	52
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" X 36"	50	48.69	53
	(TYPE XIFY)	36" X 36"	50	62.10	54
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE XIFY)	48" X 24"	50	55.20	55
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	18" X 24"	50	16.23	56
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	24" X 24"	50	21.64	57
	(TYPE XIFY)	24" X 24"	50	27.60	58
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE XIFY)	36" X 12"	50	20.70	59
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" DIAMETER	50	48.69	60
	2-COLORS (TYPE XIFY)	36" DIAMETER	50	62.10	61
W-SERIES	WARNING SERIES				
	2-COLORS (TYPE IV)	36" X 48" X 48"	50	40.75	62
W-SERIES	WARNING SERIES				
	3-COLORS (TYPE IV)	36" X 36"	50	50.40	63
W-SERIES	WARNING SERIES				
	4-COLORS (TYPE VIIIFY)	36" X 36"	50	63.00	64

Signs with Faces Mounted on Blanks

W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	36" X 36"	50	48.69	65
	(TYPE VIIIFY)	36" X 36"	50	62.10	66
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	30" X 30"	30	43.12	67
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE IV)	60" X 36"	30	81.15	68
	(TYPE VIIIFO)	60" X 36"	30	103.50	69
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	60" X 30"	30	86.25	70
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE IV)	60" X 24"	30	54.10	71
	(TYPE VIIIFO)	60" X 24"	30	69.00	72
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	48" X 48"	30	110.40	73
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	48" X 30"	30	69.00	74
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	36" X 18"	30	31.05	75
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	24" X 12"	30	11.00	76
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	24" X 18"	30	20.70	77
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	30" X 24"	30	34.50	78
W-SERIES	WORK AREA WARNING SERIES 2-COLORS (TYPE VIIIFO)	48" X 18"	30	41.40	79

Miscellaneous

W-SERIES	W1-8 CHEVRON ALIGNMENT 2 COLOR (TYPE XIFY)	24" X 30"	30	34.50	80
W-SERIES	W1-8 CHEVRON ALIGNMENT 2 COLOR (TYPE XIFY)	30" X 36"	30	51.75	81
S-SERIES	SCHOOL AREA SERIES 2-COLORS (TYPE XIFYG)	36" X 36"	30	62.10	82
S-SERIES	SCHOOL AREA SERIES 2-COLORS (TYPE XIFYG)	24" X 30"	30	34.50	83

Signs with Faces Mounted on Blanks

S-SERIES	SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 8"	30	10.96	84
S-SERIES	SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 10"	30	13.44	85
S-SERIES	SCHOOL AREA SERIES 3-COLORS	(TYPE XIFYG)	24" X 48"	30	56.96	86
TYPE I	OBJECT MARKERS	(Including nine reflectors) (TYPE IV)	18" X 18"	50	25.95	87
TYPE II	OBJECT MARKERS	(WITHOUT REFLECTORS) (TYPE IV)	6" X 12"	50	4.93	88
TYPE III	OBJECT MARKERS 2-COLORS	(with 4" diagonal stripes) (TYPE XIFY)	12" X 36"	50	20.70	89
TYPE III	BARRICADE PANEL 2-COLORS	(with 6" diagonal stripes) (TYPE XIFO)	96" X 10"	30	51.97	90

*Sheeted Single Sided HIP Wood Barricade Panel

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 48"	20	91.02	91
	2-COLOR (TYPE XI) (.10 thickness)	12" X 48"	20	69.36	92
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 60"	20	113.77	93
	2-COLOR (TYPE XI) (.10 thickness)	12" X 60"	20	86.70	94
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 72"	20	136.53	95
	2-COLOR (TYPE XI)(.10 thickness)	12" X 72"	20	104.04	96
D-3	OVERHEAD STREET NAME				
	2-COLOR (TYPE XI)	18" X 96"	20	182.04	97
	2-COLOR (TYPE XI)(.10 thickness)	12" X 96"	20	138.72	98
D-3	STREET NAME				
	1-COLOR (TYPE XI)	42" X 9"	100	40.31	99
	1-COLOR (TYPE XI)(.10 thickness)	42" X 9"	100	45.76	100
D-3	STREET NAME				
	1-COLOR (TYPE XI)	36" X 8"	100	32.25	101
D-3	STREET NAME				
	1-COLOR (TYPE XI)	36" X 9"	100	34.67	102
	1-COLOR (TYPE XI)(.10 thickness)	36" X 9"	100	39.27	103
D-3	STREET NAME				
	1-COLOR (TYPE XI)	30" X 8"	100	26.80	104
D-3	STREET NAME				
	1-COLOR (TYPE XI)	30" X 9"	100	28.87	105
	1-COLOR (TYPE XI)(.10 thickness)	30" X 9"	100	32.68	106
D-3	STREET NAME				
	1-COLOR (TYPE XI)	24" X 8"	100	20.62	107
D-3	STREET NAME				
	1-COLOR (TYPE XI)	24" X 9"	100	23.22	108
	1-COLOR (TYPE XI)(.10 thickness)	24" X 9"	100	26.15	109

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
W14-1P DEAD END -> 2-COLORS	(TYPE IV)	36" X 12"	20	24.03	110
R6-1 ONE WAY -> 2-COLORS	(one left arrow and one right arrow on opposite sides) (TYPE IV)	36" X 12"	20	24.03	111
W14-2P NO OUTLET -> 2-COLORS	(TYPE IV)	36" X 12"	20	24.03	112

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH	
4" X 18"	20	(NO HOLES, 1 2 A RADIUS)	3.23	113
4" X 24"	20	(NO HOLES, 1 2 A RADIUS)	3.98	114
4" X 30"	20	(NO HOLES, 1 2 A RADIUS)	4.92	115
4" X 36"	20	(NO HOLES, 1 2 A RADIUS)	5.67	116
6" X 12"	20		3.74	117
8" X 18"	20		5.41	118
8" X 24"	20		6.84	119
8" X 30"	20		8.60	120
8" X 36"	20		10.03	121
9" X 12"	20		4.75	122
9" X 18"	20		5.98	123
9" X 24"	20		7.60	124
9" X 30"	20		9.56	125
9" X 36"	20		11.17	126
10" X 18"	20		6.55	127
10" X 24"	20		8.35	128
10" X 30"	20		10.53	129
10" X 36"	20		12.32	130
10" X 96"	30		32.02	131

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH	
12" X 18"	20		6.92	132
12" X 24"	20		9.08	133
12" X 30"	20		11.67	134
12" X 36"	20		14.61	135
12" X 48"	20		18.92	136
12" X 72"	10		29.30	137
12" X 96"	30		37.19	138
18" X 18"	30	(NO HOLES)	9.61	139
18" X 18"	30	(DIAMOND-WITH 9 HOLES)	9.61	140
18" X 24"	20		12.61	141
18" X 30"	20		16.23	142
18" X 36"	20		19.96	143
18" X 48"	20		25.92	144
18" X 60"	20		32.65	145
18" X 72"	10		39.48	146
18" X 96"	10		52.21	147
24" X 24"	50		16.81	148
24" X 30"	50		21.64	149
24" X 36"	50		26.04	150

BLANKS ONLY

SIZE	MIN. QTY	SPECIAL NOTE	UNIT PRICE EACH	
24" X 48"	30		34.11	151
24" X 60"	30		42.42	152
24" X 96"	30		67.47	153
30" X 30"	50		27.05	154
30" X 36"	50		32.41	155
30" X 48"	30		42.46	156
30" X 60"	20		54.64	157
30" X 96"	30		86.74	158
36" X 36"	50		38.77	159
36" X 42"	20		45.42	160
36" X 48"	30		50.81	161
36" X 60"	30		64.35	162
36" X 72"	10		77.71	163
36" X 96"	30		102.54	164
48" X 48"	50		67.39	165
48" X 60"	30		84.21	166
48" X 72"	10		105.72	167
48" X 96"	10		134.95	168

MUTCD #	TYPE	SIZE	MIN. QTY	UNIT PRICE EACH	
R-SERIES	SPEED AND MOVEMENT SERIES 4-COLORS (TYPE IX)	30"X30"	50	43.75	169
R-SERIES	SPEED AND MOVEMENT SERIES 2-COLORS (TYPE IX)	36"X36"	50	62.10	170
R-SERIES	SPEED AND MOVEMENT SERIES 3-COLORS (TYPE IX)	30"X36"	50	52.12	171
W-SERIES	WARNING SERIES 2-COLORS (TYPE IV)	18"X18"	50	14.13	172
D-3	STREET NAME 1- COLOR (TYPE XI)	48"X 9"	100	46.26	173
W14-1P DEAD END ->	2-COLORS (TYPE IV)	36" X 8"	20	24.71	174
W14-2P NO OUTLET ->	2-COLORS (TYPE IV)	36" X 8"	20	24.71	175
STREET SIGN BRACKETS CANTILEVER	FOR 14 2 A FLAT BLADES POWDER COATED BLACK		50	29.50	176
	FOR 24" FLAT BLADES POWDER COATED BLACK		50	42.50	177

Sign Installation Hardware Accessories

Description	Minimum Quantity	Unit Price	
Chevron Brackets			
Adjustable Bracket for 24" x 30" signs	50	49.50	178
Adjustable Bracket for 30" x 36" signs	50	56.50	179
Street Sign Brackets			
#457 Universal Bracket for flat blades	50	8.10	180
12" Adjustable Cross-Tee for flat blade street signs	100	24.55	181
12" Adjustable Cap for U-Channel Post and flat blade sign	100	27.55	182
VS-7 Cross, 6" blade holder Bolt thru bracket with BHP-766 vandal proof bolts	100	13.90	183
VS-12 U-Channel Cap 180°	100	12.75	184
VS-12 U-Channel Cap 90°	50	12.75	185
BHP 76L 5/16" vandal proof bolts in quantity of 100	5	40.00	186
BHP 4 TOOL FOR BHP 76L	20	8.75	187
Cantilever			
for 14 2 A Flat Blades	50	14.50	188
for 14 2 A Flat Blades with bolt thru security	50	15.30	189
for 24" Flat Blades	50	24.50	190
Overhead			
for 3/8" Cable no swing, standard mount	50	49.90	191
VS-Swinger	50	64.91	192

Decals

County Sign Maintenance Decal	500	1.40	193
City of Mobile Maintenance Decal	500	1.40	194

Accessories

Post Covers 3" x 72" (0,63)	Type	XIF	Red	13.85 195
		XI	Yellow	13.85 196
			F.Y.G	13.85 197
	Type	IV	White	10.85 198

DESCRIPTION	WIDTH	LENGTH	UNIT PRICE EACH	
Electronic Cuttable Film 1170 NonPunche	36"	50 Yards	472.50	199
3924S Fl. Orange DG Shtg WorkZone	36"	50 Yards	1,147.50	200
3924S Fl. Orange DG Shtg WorkZone	48"	50 Yards	1,530.00	201
3930 Wht High Intensity Prismatic	24"	50 Yards	405.00	202
3930 Wht High Intensity Prismatic	30"	50 Yards	506.25	203
3930 Wht High Intensity Prismatic	36"	50 Yards	607.50	204
3930 Wht High Intensity Prismatic	48"	50 Yards	810.00	205
3931 Yellow HIP (3930 Series)	24"	50 Yards	405.00	206
3931 Yellow HIP (3930 Series)	30"	50 Yards	506.25	207
3931 Yellow HIP (3930 Series)	36"	50 Yards	607.50	208
3931 Yellow HIP (3930 Series)	48"	50 Yards	810.00	209
3932 Red HIP (3930 Series)	30"	50 Yards	506.25	210
3932 Red HIP (3930 Series)	36"	50 Yards	607.50	211
3935 Blue HIP (3930 Series)	30"	50 Yards	506.25	212
3935 Blue HIP (3930 Series)	36"	50 Yards	607.50	213
3935 Blue HIP (3930 Series)	48"	50 Yards	810.00	214
3937 Green HIP (3930 Series)	24"	50 Yards	405.00	215
3937 Green HIP (3930 Series)	30"	50 Yards	506.25	216
3937 Green HIP (3930 Series)	36"	50 Yards	607.50	217

3937 Green HIP (3930 Series)	48"	50 Yards	810.00	218
3939 Brown HIP (3930 Series)	30"	50 Yards	506.25	219
3939 Brown HIP (3930 Series)	36"	50 Yards	607.50	220
3939 Brown HIP (3930 Series)	48"	50 Yards	810.00	221
4083 Fluorescent Ylw-Grn DG Cubed Refl	30"	50 Yards	975.00	222
4083 Fluorescent Ylw-Grn DG Cubed Refl	36"	50 Yards	1,170.00	223
4083 Fluorescent Ylw-Grn DG Cubed Refl	48"	50 Yards	1,560.00	224
4084 Fluorescent Orange DG 3 Sheeting	36"	50 Yards	1,170.00	225
4090 White DG Cubed Refl Shtg	24"	50 Yards	780.00	226
4090 White DG Cubed Refl Shtg	30"	50 Yards	975.00	227
4090 White DG Cubed Refl Shtg	36"	50 Yards	1,170.00	228
4090 White DG Cubed Refl Shtg	48"	50 Yards	1,560.00	229
4091 Yellow DG Cubed Refl Shtg	24"	50 Yards	780.00	230
4091 Yellow DG Cubed Refl Shtg	30"	50 Yards	975.00	231
4091 Yellow DG Cubed Refl Shtg	36"	50 Yards	1,170.00	232
4091 Yellow DG Cubed Refl Shtg	48"	50 Yards	1,560.00	233
4097 Green DG Cubed Refl Shtg	36"	50 Yards	1,170.00	234
4097 Green DG Cubed Refl Shtg	48"	50 Yards	1,560.00	235

As the supplier of the above materials, the following sheeting manufacturers will be used for each specific AType@, which has Alabama Department of Transportation approval.

Note: In the event there is no approved sheeting manufacturer for a AType@, please note "Type@ as NO APPROVED MANUFACTURE.

Manufacture to supply sign sheeting materials by Type:

Type IV - High Intensity, (unmetallized micro prismatic, R_A values of Table 1)
Series # 3930 HIP
Manufacturer: 3M

Type VIIIF-Super High Intensity, Flourescent
(unmetallized micro prismatic, R_A values of Table 2)
Series #: 3920
Manufacturer: 3M

Type XI Super High Intensity, full cube -
(unmetallized micro prismatic, R_A values of Table 3)
Series #: 4090 DG3
Manufacturer: 3M

Type XIF Super High Intensity, full cube - Flourescent
(unmetallized micro prismatic, R_A values of Table 3)
Series #: 4080 DG3
Manufacturer: 3M

Bidder agrees to use only the manufactured sheeting material as listed above. Any changes shall be granted only by Mobile County in writing prior to order being processed. Any attempt to use any different sheeting shall constitute fraud and the bidder shall collect, at bidder=s expense, all materials sent to Mobile County, paying all costs for the removal, if installed by Mobile County, and will forfeit their contract with Mobile County for this bid.

As Bidder, I Agree to all terms

Date 08/19/22 Signature

J. Todd Koniar/General Manager & Vice President

DECAL TEMPLATE

Decal shall measure approximately 3 in X 5 in, by 6 mils
Sheeting Type I – Engineer Grade, Class 1 adhesive

YEARS	MONTHS						
							TR1
PROPERTY OF MOBILE COUNTY, ALABAMA **WARNING** IT IS UNLAWFUL TO REMOVE OR DEFACE ANY TRAFFIC CONTROL DEVICE PUNISHABLE BY FINE UP TO $5000 AND/OR 12 MONTHS IN JAIL. **REPORT ANY DAMAGE BY CALLING (251) 574-4030**							TR2
							OTH
							RPR
							RPL
							NEW
DAYS 1-31							

DECAL/SIGN DATING/IDENTIFICATION
SIZE: 5.5" X 3" ON YELLOW HWY SIGN GRADE REFLECTIVE SCOTCHLITE SHEETING; BLACK IMPRINT, CURRENT YEARS TO BE APPROVED

CITY OF MOBILE
TRAFFIC ENGINEERING DEPARTMENT
852 GAYLE STREET
MOBILE ALABAMA 36604

WARNING

IT IS UNLAWFUL TO REMOVE OR DEFACE AN OFFICIAL ROAD SIGN OR TRAFFIC CONTROL DEVICE. PUNISHABLE BY FINE AND/OR IMPRISONMENT.

REPORT DAMAGE BY CALLING (251) 208-5311 OR 311 (24 HOURS A DAY)

1	2	3	4	5	6	09	10	11	12	13	7	8	9	10	11	12

01-004

cc: Bill Metzger
John Windley
Bill Dennany
Nicole Bumgarner
Ricia Rambeau
Richard Higgins
Ray R.

2010

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

JAN 27 2010

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.

SAMUEL L. JONES, Mayor

ATTEST:

City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own

purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated .

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 2010.

Mike Dean, President

ATTEST:

John Pafenbach, Administrator

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for furniture for Lafayette Street City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding.

Amount of Contract:

$16,895.76

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221215 Global Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1737	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,895.76	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #20031 DELIVERED AND INSTALLED.			
	INSTALATION DEALER: MCALEER'S OFFICE FURNITURE - ATTN: DEANA NEZAT			
	QUOTE #91010829-0.			
001	ITEM NO. 2075BSNUU STREAM, BAR HEIGHT STOOL, ARMLESS, FABRIC SEAT & BACK, STD 4; PER ATTACHED QUOTE	4.00 EACH	409.86000	1639.44
	Additional Description Notes			
	PER ATTACHED QUOTE ALL FURNITURE ITEMS WILL BE DELIVERED TO: 110 LAFAYETTE STREET MOBILE, AL 36604			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1639.44
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	ITEM NO. BRTS1P2436L RECTANGULAR LEGS- SINGLE LINE 1 PERSON POD; PER ATTACHED QUOTE	1.00 EACH	523.94000	523.94
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			523.94
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
003	ITEM NO. Z30L2SH 24"D X 30"W X 29.5"H, STORAGE MODULES W/1	1.00 EACH	569.02000	569.02

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	ADJUSTABLE SHELF; PER ATTACHED QUOTE			
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			569.02
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
004	ITEM NO. ZUT2460 24"D X 60"W, UNIVERSAL LAMINATE TOP, NO DRILL HOLES, ZIRA; PER ATTACHED QUOTE	5.00 EACH	316.48000	1582.40
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1582.40

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
005	ITEM NO. BRT36P2460L 24"D X 60"W X 36"H, SINGLE TABLE ASSEMBLY ON LEVELERS; PER ATTACHED QUOTE	1.00 EACH	1284.78000	1284.78
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1284.78
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
006	ITEM NO. Z722036BD; 20"D X 72"W X 36"H, BUFFET CREDENZA WITH TWO LOCKING STORAGE;	2.00 EACH	1648.18000	3296.36
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			3296.36
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
007	ITEM NO. Z30L2SHN 24"D X 30"W X 29.5"H, STORAGE MODULES, OPEN W/ 1	3.00 EACH	462.76000	1388.28

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	ADJUSTABLE.			
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1388.28
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
008	ITEM NO. 3871 WIND, 36" DIA X 15"H, ROUND COFFEE TABLE W/ LAMINATE TOP.	1.00 EACH	638.94000	638.94
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			638.94

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
009	ITEM NO. 3870 WIND, 24" DIA X 17"H, ROUND TABLE W/ LAMINATE TOP, STD METAL.	1.00 EACH	434.24000	434.24
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			434.24
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
010	ITEM NO. Z369642BT 36"D X 96"W X 42"H, COLLABOARATIVE TABLE, FULL LAMINATE END.	1.00 EACH	1652.32000	1652.32
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1652.32
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
011	ITEM NO. PFPD400RB 6.77"D X 11.02"W, POWER/USB-C BLOCK, BLACK	1.00 EACH	405.72000	405.72

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	FINISH, 8 WHITE A.			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			405.72
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
012	EXECUTIVE DELIVERY INSTALL	1.00 EACH	3017.10000	3017.10
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			3017.10

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
013	ITEM NO. ZUT2490 24"D X 90"W, UNIVERSAL LAMINATE TOP, NO DRILL HOLES, ZIRA.	1.00 EACH	463.22000	463.22
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			463.22
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
GLOBAL INDUSTRIES INC	CHD COMMUNITY HOUSING & DEVELO
17 WEST STOW RD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
MARLTON, NJ 08053	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			

Requisition Link

Requisition Total 16895.76

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

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	16895.76	119090.66

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.	16895.76	966488.25
CDBG 2020 CARES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/03/22	BEVERLY REED	Auto approved by: 910516894
Approved	11/03/22	JAMES ROBERTS	
Approved	11/03/22	KENNETH KNOX	Auto approved by: 910516894
Approved	11/03/22	VELISA GILCHRIST	Auto approved by: 910519069
Approved	11/03/22	TAYLOR HARRIS	Auto approved by: 910519069
Approved	11/03/22	NANCY NGUYEN	
Approved	11/03/22	RANDY THREADGILL	Auto approved by: 910519069
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/14/22	DONALD ROSE	Approved by: 9105fola
Approved	12/14/22	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00001737-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	073476				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/14/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	12/14/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/14/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Printed 15 December 2022

www.globalfurnituregroup.com

Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	17 West Stow Road
CITY	Marlton
STATE	NJ
ZIP	08053

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

* Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go) Global Industries, Inc., a part of the Global Furniture Group (“Global”), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Global Industries Inc for furniture for Lafayette Street City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding

Amount of Contract:

$32,050.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221215 Kimball Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:09 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
1740	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (ALABAMA STATE CONTRACT)	$32,050.50	(282081) KIMBALL INTERNATIONAL MARKETING INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-390 MA20000002897 SOURCING #SRC0000002513. DELIVERED AND INSTALLED.			
	INSTALATION DEALER: MCALEER'S OFFICE FURNITURE - ATTN: DEANA NEZAT QUOTE #91010830-0.			
001	ITEM NO. N49BUNM GRIN, BAR STOOL, METAL SLED, NO STITCH NO PIPING.	6.00 EACH	566.00000	3396.00
	Additional Description Notes			
	PER ATTACHED QUOTE ALL FURNITURE ITEMS WILL BE DELIVERED TO: 110 LAFAYETTE STREET MOBILE, AL 36604			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			3396.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	ITEM NO. WW2448RTFML WAVEWORKS, 24D X 48W, TRAINING TABLE, FLIP/NEST, HPL.	1.00 EACH	963.00000	963.00
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			963.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
003	TABLE FLIP, ITEM NO. WW2472RTFML WAVEWORKS, 24D X 72W, RAINING TABLE, FLIP/NEST, HPL.	10.00 EACH	1126.50000	11265.00

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			11265.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
004	ITEM NO. CBV2460ABEB BASE SUPPORT FOR 24 D X 60W TOP, ADJBL HGT BASE, ELECTRIC, CINDER.	5.00 EACH	1405.00000	7025.00
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			7025.00

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
005	ITEM NO. N84IN9L COLLETTE, INSIDE 90 DEGREE, SQUARE LEGS, LEFT.	1.00 EACH	1720.50000	1720.50
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1720.50
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
006	ITEM NO N84L2L COLLETTE, 2 SEAT, SQUARE LEGS, STRAIGHT LEFT ARM.	1.00 EACH	2526.00000	2526.00
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			2526.00
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
007	ITEM NO. N84L3R COLLETTE, 3 SEAT, SQUARE LEGS, STRAIGHT RIGHT ARM.	1.00 EACH	3404.50000	3404.50
	1 5801.10.25.0000.0000.3500.0000.0000.44020.			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	E G-CPD3569 .OPERSUPPLS. .			3404.50
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
008	ITEM NO. N84D2 COLLETTE, 36D X 36W, OTOMAN, SQUARE.	1.00 EACH	1750.50000	1750.50
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			1750.50
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC	CHD COMMUNITY HOUSING & DEVELO
1600 ROYAL STREET	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47549	SHAKEENA.COX@CITYOFMOBILE.ORG
Tel#800-482-1616	Delivery Reference
Fax 812-634-4770	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			

Requisition Link

Requisition Total 32050.50

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

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	32050.50	119090.66

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.	32050.50	966488.25
CDBG 2020 CARES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	11/03/22	BEVERLY REED	Auto approved by: 910516894
Approved	11/03/22	JAMES ROBERTS	
Approved	11/03/22	KENNETH KNOX	Auto approved by: 910516894
Approved	11/03/22	VELISA GILCHRIST	Auto approved by: 910519069
Approved	11/03/22	TAYLOR HARRIS	Auto approved by: 910519069
Approved	11/03/22	NANCY NGUYEN	
Approved	11/03/22	RANDY THREADGILL	Auto approved by: 910519069
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/14/22	DONALD ROSE	Approved by: 9105fola
Approved	12/14/22	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00001740-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
KIMBALL INTERNATIONAL MARKETING INC 1600 ROYAL STREET JASPER, IN 47549 Tel#800-482-1616 Fax 812-634-4770	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282081				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/14/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	12/14/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/14/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Kimball International Brands, Inc. Furniture MA Amendment #2

Type
Master Agreement

Supplier
Kimball International Brands, Inc.

Contract Code
MA230000002897-2

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
National	Kimball	KIIGOV@KimballInternational.com	8004821600

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/3/2022

End Date
2/28/2027

Documents

Items

Item Name	Product Code		UOM
Desks: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 2- Desks	0.00	Each
Tables: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 3- Tables	0.00	Each
Seating: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 1- Seating	0.00	Each
Healthcare: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 6- Healthcare	0.00	Each
Educational: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 5- Educational	0.00	Each
Modular/Systems: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 7- Modular/Systems	0.00	Each
Bookcases/Storage: Dock Delivery 52% Inside Delivery 0% Installation 50%	Line 4- Bookcases/Storage	0.00	Each
Metal File Cabinets: Dock Delivery 52% Inside Delivery 0% Installation 48%	Line 8- Metal File Cabinets	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jasper Seating Company Inc for furniture for Lafayette Street City Resource Center.
2020 Coronavirus Aid, Relief, and Economic Security Act funding.

Amount of Contract:

$18,012.58

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221215 Jasper Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1741	2023	(3500) NEIGHBORHOOD DEVELOPMENT	FURNITURE FOR LAFAYETTE ST CITY RESOURCE CENTER (ALABAMA STATE CONTRACT)	$18,012.58	(282155) JASPER SEATING COMPANY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
JASPER SEATING COMPANY INC	CHD COMMUNITY HOUSING & DEVELO
DBA JASPER GROUP	205 GOVERNMENT STREET
225 CLAY STREET	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47546	SHAKEENA.COX@CITYOFMOBILE.ORG
	Delivery Reference
	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-390 MA20000002807 SOURCING #SRC0000002513. DELIVERED AND INSTALLED.			
	INSTALATION DEALER: MCALEER'S OFFICE FURNITURE - ATTN: DEANA NEZAT QUOTE #91010831-0.			
001	ITEM NO. ES1331 ESQUE CLUB CHAIR; SEAT & INNER BACK; GRADE C/COL	4.00 EACH	2042.62000	8170.48
	Additional Description Notes			
	PER ATTACHED QUOTE ALL FURNITURE ITEMS WILL BE DELIVERED TO: 110 LAFAYETTE STREET MOBILE, AL 36604			
1	5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			8170.48
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX			
	Deliver To CHD COMMUNITY HOUSING & DEVELO			

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5801.10.25.0000.0000.3500.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
JASPER SEATING COMPANY INC DBA JASPER GROUP 225 CLAY STREET JASPER, IN 47546	CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 SHAKEENA.COX@CITYOFMOBILE.ORG Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
002	ITEM NO. NAV48120-30TTLB; NATIVE RECTANGULAR TABLE WITH OPEN LOOP BSE- 48D X 120W X 2.	1.00 EACH	8407.39000	8407.39
	1 5801.10.25.0000.0000.3500.0000.0000.44020. E G-CPD3569 .OPERSUPPLS. .			8407.39
	Ship To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644 Delivery Reference SHAKEENA COX Deliver To CHD COMMUNITY HOUSING & DEVELO 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 508 MOBILE, AL 36644			
003	ITEM NO. NAT4848-30RDXB NATIVE ROUND TABLE WITH X BASE- 48D X 48W X 29 3/8H	1.00 EACH	1434.71000	1434.71

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
JASPER SEATING COMPANY INC	CHD COMMUNITY HOUSING & DEVELO
DBA JASPER GROUP	205 GOVERNMENT STREET
225 CLAY STREET	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47546	SHAKEENA.COX@CITYOFMOBILE.ORG
	Delivery Reference
	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5801.10.25.0000.0000.3500.0000.0000.44020.			
	E G-CPD3569 .OPERSUPPLS. .			1434.71

Ship To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644
Delivery Reference
SHAKEENA COX

Deliver To
CHD COMMUNITY HOUSING & DEVELO
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 508
MOBILE, AL 36644

Requisition Link

Requisition Total 18012.58

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

Account	Amount	Remaining Budget
E G-CPD3569 .OPERSUPPLS. .	18012.58	119090.66

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

Account	Amount	Remaining Budget
5801.10.25.0000.0000.3500.0000.0000.44020.		
CDBG 2020 CARES EXP OPERATING SUPPLIES	18012.58	966488.25

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

Bill To	Requisition 00001741-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5801.10.25.0000.0000.3500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
JASPER SEATING COMPANY INC	CHD COMMUNITY HOUSING & DEVELO
DBA JASPER GROUP	205 GOVERNMENT STREET
225 CLAY STREET	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644
JASPER, IN 47546	SHAKEENA.COX@CITYOFMOBILE.ORG
	Delivery Reference
	SHAKEENA COX
	Deliver To
	CHD COMMUNITY HOUSING & DEVELO
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 508
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/22	282155				NEIGHBORHOOD DEVELOPMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	11/03/22	BEVERLY REED	Auto approved by: 910516894		
	Approved	11/03/22	JAMES ROBERTS			
	Approved	11/03/22	KENNETH KNOX	Auto approved by: 910516894		
	Approved	11/03/22	VELISA GILCHRIST	Auto approved by: 910519069		
	Approved	11/03/22	TAYLOR HARRIS	Auto approved by: 910519069		
	Approved	11/03/22	NANCY NGUYEN			
	Approved	11/03/22	RANDY THREADGILL	Auto approved by: 910519069		
	Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij		
	Approved	12/14/22	DONALD ROSE	Approved by: 9105fola		
	Approved	12/14/22	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	12/14/22	KAREN NAMAN	Auto approved by: 910516727		
	Approved	12/14/22	JOHN PAINE	Auto approved by: 910516727		
	Approved	12/14/22	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
JSI and Jasper Desk MA

Type
Master Agreement

Supplier
JSI and Jasper Desk

Contract Code
MA220000002808

Linked Solicitation
Furniture: Office, Tables, Educational

Sourcing Number
SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Butler	kerri.butler@purchasing.alabama.gov	3343530303

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Kathy	Vonderheide	kvonderheide@jaspergroup.us.com	800-457-4511

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/1/2022

End Date
2/28/2027

Documents

Items

Item Name	Product Code		UOM
Desks Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 2- Desks	0.00	Each
Tables Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 3- Tables	0.00	Each
Bookcases/Storage Dock Delivery 49% Inside Delivery 47% Installation 45%	Line 4- Bookcases/Storage	0.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 86 fire helmets and accessories for MFRD.
General fund.

Amount of Contract:

$29,928.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221215 Sunbelt Agenda Package POs	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:10 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
3290	2023	(1510) FIRE ADMINISTRATION	86 FIRE HELMETS AND ACCESSORIES FOR MFRD (SEALED BID 5745)	$29,928.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5745			
001	HELMET, FIRE, CAIRNS 1044, INCLUDES TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. NFPA CERTIFIED. TUFFSHIELD. DEFENDER VISOR, BLACK NOMEX EARLAPS, CARVED BRASS EAGLE, 4Y REFLEXITE TRIM, STD FLANNEL HEADBAND LINER, 2-PART CHIN STRAP WITH QUICK RELEASE AND POSTMAN SLIDE.	70.00 EACH	348.00000	24360.00
	Additional Description Notes			
	HELMET FIRE, BLACK			
	Inventory Item/Loc 18285			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			24360.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	HELMET, FIRE, CAIRNS 1044, INCLUDES TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. NFPA CERTIFIED. TUFFSHIELD. DEFENDER VISOR, BLACK NOMEX EARLAPS, CARVED BRASS EAGLE, 4Y REFLEXITE TRIM, STD FLANNEL HEADBAND LINER, 2-PART CHIN STRAP WITH QUICK RELEASE AND POSTMAN SLIDE. Additional Description Notes --- HELMET FIRE, RED Inventory Item/Loc 18285	12.00 EACH	348.00000	4176.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			4176.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	HELMET, FIRE, CAIRNS 1044, INCLUDES TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. NFPA CERTIFIED. TUFFSHIELD. DEFENDER VISOR, BLACK NOMEX EARLAPS, CARVED BRASS EAGLE, 4Y REFLEXITE TRIM, STD FLANNEL HEADBAND LINER, 2-PART CHIN STRAP WITH QUICK RELEASE AND POSTMAN SLIDE. Additional Description Notes --- HELMET FIRE, WHITE Inventory Item/Loc 18285	4.00 EACH	348.00000	1392.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			1392.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00003290-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	richardsonv@cityofmobile.org
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 29928.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	29928.00	3944675.33
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	12/15/22	SANDRA LEWIS	GL Allocation, GL Allocation c
Queued	12/15/22	TAMMY BROADHEAD	GL Allocation, GL Allocation c
Queued	12/15/22	EMILY NORTON	GL Allocation, GL Allocation c

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5745

EQUIPMENT, FIRE HELMETS

	VENDOR	FIRE HELMETS CAIRNS 1044 WITH TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR AND LEATHER FRONT. NEPA CERTIFIED	
1	Sunbelt Fire, Inc	$ 348.00	
2	Ritz Safety	$ 440.20	
3			
4			
5			
6			

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/15/2022	5745	FIRE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, December 9, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-300	**EQUIPMENT, FIRE HELMETS** **FIREFIGHTING PROTECTIVE HELMET CAIRNS 1044, NO SUBSTITUTIONS MUST INCLUDE TRIM RING, RATCHET BAND, BRASS EAGLE, PROTECTIVE VISOR, AND LEATHER FRONT. HELMET MUST BE NFPA CERTIFIED.** VENDOR MUST PROVIDE LITERATURE AND SPECIFICATION ON PRODUCT BID MAKE_____MODEL_____ **DIFFERENT PRICES FOR DIFFERENT COLORS IS NOT ACCEPTABLE**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, contact City of Mobile Purchasing Department at 251 208 7434 or purchasing@cityofmobile.org.

Pricing to be firm for a (6) MONTH period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for UP TO (5) additional (6) MONTH periods.

TO BE AWARDED ITEM BASIS

QUOTE DELIVERED PRICING FOB DESTINATION

VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID

NO QUESTIONS WILL BE ANSWERED 3 DAYS BEFORE BID OPENING.

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:1/3/2023

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $225,000 from 10042086.40010 Public Service Maintenance to 10049070-42080 Performance Contracts. These funds will be added to the $225,000 previously budgeted for a total amount of $450,000. These funds will be used for the HBCU Port City Classic.

Funding Source

Project # **Discretionary Funds**

Project String 10042086.40010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	12/15/2022 - 2:13 PM
Budget	Sapp, Celia	Approved	12/15/2022 - 1:22 PM
Legal	Kern, Chris	Approved	12/15/2022 - 2:36 PM
Legal	Kern, Chris	Approved	12/15/2022 - 2:36 PM
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:05 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, Brother Working Together, a domestic non-profit corporation, produces an annual event known as the Port City Classic ("the Event"); and,

WHEREAS, the City of Mobile general fund budget for 2022-2023 appropriates funds in the amount of $225,000 as payment towards the Event; and,

WHEREAS, the City desires to increase its payment for the Event by the amount of $225,000; and,

WHEREAS, the City desires to transfer funds from General Fund line item 10042086.40010 Public Service Maintenance to line item 10049070.42080 Performance Contracts to provide funding for the Event; and,

WHEREAS the City Council for the City of Mobile determines that the production of the Event serves a public purpose;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the city of Mobile hereby authorizes the transfer of funds in the amount of $225,000 from General Fund line item 10042086.40010 to line item 10049070.42080 to increase funding for the Port City Classic to $450,000.00 and that such additional funding serves a public purpose.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To complete Phase III of the Parking Deck Repairs at the Mobile Alabama Cruise Terminal

Amount of Contract:

$209,576.00

Funding Source

Project # Mobile Alabama Cruise Terminal - Parking Deck Repairs-Phase III CT-006-22 **Discretionary Funds**

Project String C0642 Cruise Terminal-Parking Deck Repair (20002000-48010) **Contract Number:**4200

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-006-22 Mobile Alabama Cruise Terminal - Parking Deck Repairs-Phase III	Cover Memo	12/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/12/2022 - 2:23 PM
Capital	Rhodes, Brenda	Approved	12/12/2022 - 3:25 PM
Legal	Kern, Chris	Approved	12/12/2022 - 3:38 PM
Mayors	Montgomery, Brandi	Approved	12/15/2022 -

Office 3:02 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	KETOM CONSTRUCTION COMPANY INC.
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – PARKING DECK REPAIRS - PHASE III
Project Number:	CT-006-22
Amount:	$209,576.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0642 – CRUISE TERMINAL-PARKING DECK REPAIR

CAPITAL PROJECT #: C0642 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-006-22

CONTRACT AMOUNT: $209,576.00

PROJECT DESCRIPTION: TO COMPLETE PHASE III OF THE PARKING DECK REPAIRS AT THE MOBILE AL CRUISE TERMINAL (201 SOUTH WATER STREET).

VENDOR NAME: KETOM CONSTRUCTION COMPANY, INC.

VENDOR NUMBER: 297487

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 12/09/2022

AIA® Document A101® – 2017

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

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

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Ketom Construction Company, Inc.
3735 Harrison Road, Suite 100
Logansville, Georgia 39952

City of Mobile Business License Number: 122970
Secretary of State Registration Number: 000-097-725

for the following Project:

Mobile Alabama Cruise Terminal
Parking Deck Repairs – Phase 3
201 South Water Street
Mobile, Alabama 36602
CT-006-22

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

Architectural Engineering Department
City of Mobile
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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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[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 forty-five (45) 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 Two Hundred Nineteen Thousand, Five Hundred Seventy-Six and 00/100 Dollars ($219,576.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$189,689.00
Contingency Allowance:	$ 10,000.00
Alternate #1	$ 9,887.00
Total Contract Sum:	$209,576.00

§ 4.2 Alternates

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

Item	Price
Alternate #1	$9,887.00

(Table deleted)
(Paragraphs deleted)

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

(Table deleted)
Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)
Crack Repair	Linear Foot	$10.50
Clean & Recoat Anchorage Attachment	Each	$26.89
Concrete Floor Repair	Square Foot	$72.68
Traffic Paint 4" Wide x 20' Long	Each	$11.75

§ 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.

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User Notes:

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 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:

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User Notes:

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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

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

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

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

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

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

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

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the

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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 (Ketom Construction Co., Inc.) has completed the contract for CT-006-22, Mobile Alabama Cruise Terminal, Parking Deck Repairs – Phase 3, 201 South Water Street, Mobile, Alabama 36602). All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

(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.

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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)

Cindy L. Klotz, AIA
Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Jacob David
Ketom Construction Company, Inc.
3735 Harrison Road, Suite 100
Logansville, Georgia 39952
(678) 544-6606
Email: jacobd@spsatl.com

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

§ 8.5 Insurance and Bonds

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

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

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

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

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

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

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

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

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

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

.6 Such comprehensive policy shall include the following:

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

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

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

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

.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,

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Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

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

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

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

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

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

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

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

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

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

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

.13 "In Rem" endorsement.

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

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
S0.0	GENERAL NOTES	02-25-22
S1.2	2ND LEVEL REPAIR PLAN	02-25-22
S1.3	3RD LEVEL REPAIR PLAN	02-25-22
S1.4	4TH LEVEL REPAIR PLAN	02-25-22
S2.1	PROJECT PHOTOGRAPHS (1 – 66)	02-25-22
S2.2	PROJECT PHOTOGRAPHS (67 – 219)	07-10-20
S2.3	PROJECT PHOTOGRAPHS (221 – 335)	02-25-22

.4 Specifications

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Section	Title	Date
Section 01010	Summary of Work	08-21-22
Section 01210	Allowances	08-21-22
Section 01220	Unit Prices	08-21-22
Section 01230	Alternative Bid Items	08-21-22
Section 01310	Project Management & Co-ordination	08-21-22
Section 01330	Submittal Procedures	08-21-22
Section 01635	Substitution Procedures	08-21-22
Section 01700	Execution Reqirements	08-21-22
Section 01701	Softwashing	08-21-22
Section 01731	Cutting and Patching	08-21-22
Section 01770	Close out Procedures	08-21-22
Section 017839	Project Record Documents	08-21-22

.5 Addenda, if any:

Number	Date
Addendum #1	08-30-22

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

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

(Paragraphs deleted)

§ 9.2

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00410	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704

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

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

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

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

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

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User Notes:

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

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract:
Contractor: Ketom Construction Company, Inc.

Rickey David

CONTRACTOR *(By Signature)*

Rickey David, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Georgia
COUNTY OF Gwinnett

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Rickey David as President of Ketom Construction Co. 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 17th day of November, 20 22.

Sarah Harris
NOTARY PUBLIC
My Commission Expires: 02/18/25

SARAH HARRIS
NOTARY PUBLIC
My Commission Expires
02-18-2025
BARTOW COUNTY, GEORGIA

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User Notes:
(959996785)

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PERFORMANCE BOND

SURETY'S BOND NUMBER

GM218506

Do not staple this form; use clips.

(2) The **PRINCIPAL** (*Company name and address of Contractor as appears in the Construction Contract*)

Name: Ketom Construction Company, Inc.
Address: 3735 Harrison Road, Suite 100
Loganville, GA 30052

(3) The **SURETY** (*Company name and primary place of business*)

Name: Great Midwest Insurance Company
Address: 800 Gessner Road, Ste. 600
Houston, TX 77024

(4) The **OWNER** (*Entity name and address, same as appears in the Construction Contract*)

Name: City of Mobile
Address: 205 Government St.
PO Box 1827
Mobile, AL 36633

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Two Hundred, Nine Thousand, Five Hundred, Seventy Six Dollars Dollars ($ 209,576.00).

(6) **DATE** of the Construction Contract : 10/28/2022

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

City of Mobile, Alabama Cruise Terminal Parking Deck Repairs - Phase 3
Contract # CT-006-22
201 South Water Street
Mobile, Alabama 36602

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.

4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
   (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
   (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
   (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
   (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.

6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
   (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
   (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:
   - **(a)** the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
   - **(b)** additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
   - **(c)** interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
   - **(d)** the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
   - **(f)** additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this 28th day of October, 2022.

(9 & 10) **SURETY:**

Great Midwest Insurance Company
Company Name

By Dawn Whitehead
Signature

Dawn Whitehead, Attorney-in-Fact
Name and Title

CONTRACTOR as PRINCIPAL:

Ketom Construction Co. Inc.
Company Name

By Rickey David
Signature

Rickey David President
Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

(1) # PAYMENT BOND

Do not staple this form; use clips.

SURETY'S BOND NUMBER

GM218506

(2) The **PRINCIPAL** (*Company name and address of Contractor, same as appears in the Construction Contract*)

Name: Ketom Construction Company, Inc.
Address: 3735 Harrison Road, Suite 100
Loganville, GA 30052

(3) The **SURETY** (*Company name and primary place of business*)

Name: Great Midwest Insurance Company
Address: 800 Gessner Road, Ste. 600
Houston, TX 77024

(4) The **OWNER(s)** (*Entity name and address, same as appears in the Construction Contract*)

Name: City of Mobile
Address: 205 Government St.
PO Box 1827
Mobile, AL 36633

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Two Hundred, Nine Thousand, Five Hundred, Seventy Six Dollars Dollars ($ 209,576.00).

(6) **DATE** of the Construction Contract: 10/28/2022

(7) The **PROJECT**: (*Same as appears in the Construction Contract*)

City of Mobile, Alabama Cruise Terminal Parking Deck Repairs - Phase 3
Contract # CT-006-22
201 South Water Street
Mobile, Alabama 36602

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY,** jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.

2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to second page of "Checklist", DCM Form B-7

3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.

4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.

5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.

6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this 28th day of October, 2022.

(9 & 10) **SURETY:**

Great Midwest Insurance Company
Company Name

By Dawn Whitehead
Signature

Dawn Whitehead, Attorney-in-Fact
Name and Title

CONTRACTOR as PRINCIPAL:

Ketom Construction Co. Inc.
Company Name

By Rickey David
Signature

Rickey David President
Name and Title

(11) NOTE: Original power of attorney for the Surety's signatory shall be furnished with each of the original six bond forms to be attached to each of the six contract forms per project.

Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Ricky Chastain, Dawn Whitehead, Lynne Sewell, Hoyt E. Chastain, Adrienne Colvard, Zach Berg, Trent Spake, Meggan Autry, Megan Carrion, Angie Jones, Kathy Lynch

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of October, 2022.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Alabama Secretary of State

Ketom Construction Company, Inc.	
Entity ID Number	000 - 097 - 725
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	04/25/1984
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	INDUSTRIAL CONSTRUCTION WORK
Capital Authorized	$5,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	KENNEDY, BASIL ELBERT
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date Principal Office Changed From	05/08/2001 BIRMINGHAM, AL
Transaction Date Registered Agent Changed From	05/08/2001 KENNEDY, BASIL ELBERT SUITE 1110 230 OXMOOR CIRCLE BIRMINGHAM, AL 35209
Transaction Date Registered Agent Changed From	03/08/2010 THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109

Ketom Construction Company, Inc.	
Transaction Date Agent Mailing Address Changed From	08/22/2014 * Added
Transaction Date Registered Agent Changed From	08/22/2014 C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date Registered Agent Changed From	04/28/2017 CSC-LAWYERS INCORPORATING SERV INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/25/1984 Certificate of Formation 4 pgs.
Document Date / Type / Pages	05/08/2001 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/22/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search

Company ID Number: 389715

Approved by:

Employer Ketom Construction Company, Inc	
Name (Please Type or Print) Margaret J Edwards	Title
Signature Electronically Signed	Date 02/03/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/03/2011

Company ID Number: 389715

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Ketom Construction Company, Inc
Company Facility Address	3735 Harrison Road Suite 100 Loganville, GA 30052
Company Alternate Address	
County or Parish	GWINNETT
Employer Identification Number	630875193
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): 10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Chastain & Associates Ins
P.O. Box 1908
Athens GA 30603

CONTACT NAME: Joy Chasteen
PHONE (A/C, No, Ext): (706) 543-2575 FAX (A/C, No): (706) 543-4847
E-MAIL ADDRESS: jchasteen@chastain-assoc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Insurance Compay	10833
INSURER B : Central Companies	20222
INSURER C : Champlain Specialty Ins. Co.	16834
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ketom Construction Company, Inc.
3735 Harrison Road, Suite 100
Loganville GA 30052

COVERAGES **CERTIFICATE NUMBER:** CL2210638058 **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 [ ] LOC [ ] OTHER:	Y	Y	VGGP006730	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP-8669310	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CSAR-CEL-0000663-01	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Contractors Equipment			CLP-8669312	07/01/2022	07/01/2023	Rented/Leased Equip	$150,000
							Deductible	$1,000

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

Re: City of Mobile, Alabama Cruise Terminal Parking Deck Repairs – Phase 3 #CT-006-22, 201 South Water Street, Mobile, Alabama 36602.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joy A. Chasteen

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 35

CG 20 10 12 19

Effective Date:07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

© Insurance Services Office, Inc., 2018

Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 36

CG 20 37 12 19

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

© Insurance Services Office, Inc., 2018

Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 30

VE 05 86 01 16

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT- AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

APPLICATION OF ENDORSEMENT: (Enter below any limitations on the application of this endorsement.)

Schedule
Limitations on application of this endorsement: **Automatic additional insured status does not apply to any person(s) or organization(s) from whom you lease crane or scaffolding equipment.**

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury" or "property damage" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However the insurance afforded to such additional insured:

1. Does not apply to the additional insured's sole negligence;
2. Only applies to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 42

VE 09 73 04 20

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

(1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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Policy Number: VGGP006730
Insured Name: Ketom Construction Company, Inc.
Number: 37

CG 24 04 12 19

Effective Date: 07/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAP PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below.

A. Hired Auto Physical Damage Coverage

1. If hired "autos" are covered "autos" for Liability Coverage in this policy or another policy provided by us and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is **$75,000** or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit, and deductible, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

2. Changes In Liability Coverage:

   The following is added to the Who Is An Insured Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

3. Changes In General Conditions:

   Paragraph **5.b.** of the Other Insurance Condition in the Business Auto and Business Auto Physical Damage Coverage Forms are replaced by the following:

   For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   1. Any covered "auto" you lease, hire, rent or borrow; and
   2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

B. Hired Auto Physical Damage - Additional Loss of Use Expenses

Paragraph A.4.b. of Section III - Physical Damage Coverage is amended to provide a limit of $85 per day and a maximum limit of $1,350.

C. Physical Damage - Additional Transportation Expense Coverage

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of **$50 per day** and a **maximum limit of $1,000.**

D. Towing and Labor Costs Coverage

We will pay up to $75 for towing and labor costs incurred each time an owned "auto" is disabled. However, the labor must be performed at the place of disablement.

E. Parked Auto Collision Coverage (Waiver of Deductible)

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

F. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto," we will pay for rental reimbursement expenses incurred by you for the rental of an "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under Physical Damage Coverage - Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto." We will pay up to **$75 per day** to a **maximum of $1,500.**

If "loss" results from total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

G. Difference in Value Coverage - Loan/Lease Gap

In the event of a total "loss" to a covered "auto," the Limit of Insurance provision in SECTION III, PHYSICAL DAMAGE COVERAGE, is replaced by the following:

LIMIT OF INSURANCE

1. The most we will pay for "loss" in any one "accident" is the greater of:
   a. The amount due under the terms of the loan/lease to which a covered "auto" is subject, but not to include:
      i) Overdue loan/lease payments,
      ii) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear,
      iii) Security deposits not refunded by the lessor,
      iv) Cost of extended warranties, Credit Life Insurance, Accident or Disability Insurance purchased with the loan or lease, or
      v) Carry-over balances from previous loans or leases.
   b. The actual cash value of the damaged or stolen property as of the time of the "loss."
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

For the purposes of this coverage, physical damage resulting in total "loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

H. Glass Repair - Waiver of Deductible

Under Paragraph D. - Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

I. Employees as Insureds

Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

   d. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Coverage is excess over any other collectible insurance.

J. Fellow Employee Coverage

The Fellow Employee Exclusion contained in SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

K. Doubled Automobile Medical Payments Coverage

If you have purchased Automobile Medical Payments Coverage, the limit of insurance for that coverage as shown in the Declarations or Change Endorsement will be doubled in the event an "insured" is injured in an "accident" while within an "auto" and is:

1. Wearing a seat belt; or
2. The "auto" is equipped with passive restraints.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **5.,** is amended by the addition of the following:

We waive the right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered auto. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. Additional Insured - Automatic Status

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:

   A written contract, permit or agreement, and

   a. Currently in effect or becoming effective during the term of this policy; and

   b. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
3. The insurance provided to the additional insured is limited as follows:

   a. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
4. **Additional Definition**

   As used in this endorsement:

   "Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

N. Loss Payee - Lessor

1. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omission on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.
4. **Additional Definition**

   As used in this endorsement:

   "Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

O. **Tapes, Records and Discs Coverage** SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property or that of a family member, and

b. Are in a covered "auto" at the time of "loss."

3. The most we will pay for "loss" is $250.

4. No Physical Damage Coverage deductible applies to this coverage.

P. **Audio, Visual and Data Electronic Equipment Coverage** SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The sublimit in Paragraph **C.1.b**. of the Limit Of Insurance provision is increased to $2,500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance." Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to **SECTION IV – DEFINITIONS.** Other words and phrases that are not defined under this Policy but defined in the "controlling underlying insurance" will have the meaning described in the Policy of "controlling underlying insurance."

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which this insurance applies.

We will have the right and duty to defend the insured against any "suit" seeking damages for such "injury or damage" when the "retained limit" has been paid in accordance with the provisions of the "underlying insurance."

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages for "injury or damage."

However, we will have no duty to defend the insured against any "suit" seeking damages for which insurance under this Policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or "suit," for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in **SECTION II – LIMITS OF IINSURANCE**; and

(2) Our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of judgments or settlements under this Policy. However, if the Policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have paid the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Policy.

b. The insurance under this Policy will follow the same provisions, exclusions, conditions and limitations that are contained in the applicable "controlling underlying insurance," unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However the coverage under this Policy will be no broader than that provided by:

(1) The applicable "controlling underlying insurance"; and

(2) Any other "underlying insurance."

c. There may be more than one "controlling underlying insurance" listed in the Schedule of Underlying Insurance and there may be terms and provisions in those respective policies which are in conflict, and which are not superseded by the provisions of this Policy. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" Policy applicable to the particular "event" for which a claim is made or "suit" is brought will apply.

d. If any other limit, such as a sublimit, is specified in the "underlying insurance," this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Schedule of Underlying Insurance.

2. Exclusions

Insurance provided under this Policy does not apply to:

a. Asbestos

(1) "Injury or damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened discharge, ingestion, inhalation, dispersal, seepage, migration, release or escape of asbestos, and materials containing asbestos at any time regardless of whether any other cause, "event," material or product contributed concurrently or in any sequence to any "injury or damage";

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos and materials containing asbestos; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos and materials containing asbestos;

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to asbestos and materials containing asbestos;

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **(1)**, **(2)**, or **(3)** above.

This exclusion applies whether or not such asbestos has any function in your business, operations, premises, site or location. This exclusion shall apply without regard to the source or sources of asbestos and materials containing asbestos or the basis of the Insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other "event," conduct or misconduct, which may or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with asbestos in causing "injury or damage."

b. Auto

"Injury or damage" payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;
(2) No-fault coverage;
(3) Personal injury protection or auto medical payments coverage; or
(4) Uninsured or underinsured motorist's coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "pollutants";

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **(1), (2),** or **(3)** above.

This exclusion applies whether or not such "pollutants" has any function in your business, operations, premises, site or location.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Renewed Or Replacement Controlling Underlying Insurance

"Injury or damage" covered under a renewed or replacement Policy of "controlling underlying insurance" that would not have been covered by the "controlling underlying insurance" that was in force at the inception of this Policy, unless coverage therefor has been provided by endorsement to this Policy.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought or number of vehicles involved;

c. Persons or organizations making claims or bringing "suits"; or

d. Limits available under any "underlying insurance."

2. The Limits of Insurance as shown in the Declarations will apply as follows:

a. This insurance only applies in excess of the "retained limit."

b. The Total Policy Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages arising out of the ownership, maintenance or use of a covered auto. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for any General Aggregate Limit or Products-Completed Operations Aggregate Limit, and applies collectively, rather than separately, to all of your locations or projects.

c. Subject to **2. b.** above, the General Aggregate Limit if stated in the Declarations is the most we will pay for the sum of all "ultimate net loss," for all "injury or damage" covered under this Policy other than any claims for damages falling within the products-completed operations hazard or arising out of the ownership, maintenance or use of a covered auto.

Subject to **2. b.** above, the Products-Completed Operations Aggregate Limit if stated in the Declarations is the most we will pay for the sum of all "ultimate net loss" under **SECTION I – COVERAGES** for all "injury or damage" included within the products-completed operations hazard.

However, if any "underlying insurance" does not provide separate aggregate limits for "ultimate net loss" within the products-completed operations hazard, the General Aggregate set forth above is the most we will pay for all "ultimate net loss," including "ultimate net loss" within the products-completed operations hazard. Under such circumstances, any limit appearing on the Declarations for a Products-Completed Operations Aggregate Limit does not apply.

d. Subject to Paragraph **2.b.** and **2.c.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this Policy because of all "injury or damage" arising out of any one "event."

e. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. The Aggregate Limits of "underlying insurance," where applicable, shall be unimpaired at the attachment date of this Policy, and for the purpose of this insurance, only "events" to which this insurance applies, taking place during the term of this Policy, shall be considered in determining the extent of any exhaustion of the "underlying insurance" aggregate limits.

4. If two or more Excess Policies of insurance issued by us apply to the same "event," "suit," claim or claims for which any insured under this Policy is legally liable, only one Limit of Insurance under one Excess Policy shall apply. The limit shall be the highest of the Each Occurrence Limits of the Excess Policies issued by us that cover the "event," "suit," claim or claims.

The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Total Policy Aggregate Limit of this Policy apply separately to each consecutive annual period of this Policy and to any remaining period of this Policy of less than 12 months, starting with the beginning of the Policy period shown in the Declarations, unless the Policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply.

1. Appeals

If any "underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit," we may do so at our own expense. We will also pay for taxable court costs, pre and post judgment interest and disburse-ments associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II – LIMITS OF IINSURANCE**.

2. Bankruptcy

a. Bankruptcy Or Insolvency Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of any "underlying insurer" will not relieve us of our obligations under this Policy.

However, insurance provided under this Policy will not replace any "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer." The insurance provided under this Policy will apply as if the "underlying insurance" were in full effect and recoverable.

3. Cancellation

a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.

e. If this Policy is cancelled, subject to any audit we will send the first Named Insured any premium refund due. If we cancel, any refund will be pro rata. If the first Named Insured cancels, any refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement.

5. Duties In The Event Of a Claim, Event, or Suit

a. You must see to it that we are notified as soon as practicable of an "event," regardless of the amount, which may result in a claim under this Policy. To the extent possible, notice should include:

(1) How, when and where the "event" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury or damage" arising out of the "event."

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.

7. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insured's for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

The first Named Insured will furnish us, as soon as practicable, with a complete copy of any "underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Policy.

8. Legal Action Against Us

No person or organization has a right under this Policy, to join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or to sue us on this Policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "underlying insurer" and the claimant or the claimant's legal representative.

9. Loss Payable

Liability under this Policy does not apply to a given claim unless and until, the insured or insured's "underlying insurer" has become obligated to pay the "retained limit" and the obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "underlying insurer" (or a representative of one or more of these) and us.

10. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance." Failure to maintain "underlying insurance" will not invalidate insurance provided under this Policy, but insurance provided under this Policy will apply as if the "underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

11. Other Insurance

If other insurance that is not "underlying insurance" applies to any claim or "suit" that is also covered under this policy, then this policy shall apply in excess of such other insurance. However this provision will not apply if such other insurance is specifically written to be excess of this policy. If no other insurer defends, we may undertake to do so, in accordance with the defense provisions set forth elsewhere in this Policy, but we will be entitled to the insured's rights against all those other insurers.

12. Transfer of Defense

a. Defense Transferred To Us

When the "retained limit" has been exhausted, in accordance with the provisions of "underlying insurance," we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies and which would have been covered by the "underlying insurance" had the applicable "retained limit" not been exhausted.

Where the settlement of any "suit" defended by the "underlying insurer" results, or will result, in the exhaustion of the "retained limit," and will also require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the settlement, we will have the right, but not the duty, to defend the insured with respect to that "suit," and will be under no obligation to have the defense transferred to us. Where the satisfaction of any judgment entered against the insured in a "suit" defended by the "underlying insurer" results, or will result, in the exhaustion of the "retained limit," and will also require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the satisfaction of that judgment, we will have the right, but not the duty, to defend the insured with respect to that "suit," and will be under no obligation to have the defense transferred to us.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease. We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Policy of any outstanding claims or "suits" seeking damages to which this insurance applies and which would have been covered had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Policy, we will cooperate in the transfer of control to the insured and its designated representative.

13. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION IV – DEFINITIONS

As used in this policy:

1. **"Controlling underlying insurance"** means a policy of insurance listed in the Schedule of Underlying Insurance and identified as "controlling underlying insurance."

2 **"Event"** means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

3. **"Injury or damage"** means any "injury or damage" covered in the applicable "controlling underlying insurance" arising from an "event."

4. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. **"Retained limit"** means the sum of all "underlying insurance" shown in the Schedule of Underlying Insurance, and any other insurance or self-insurance applicable to the claim or "suit," except insurance specifically written to apply in excess of this policy.

6. **"Suit"** means a civil proceeding in which damages because of "injury or damage" to which this insurance applies are alleged. "Suit" includes"

   An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

   Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

7 **"Ultimate net loss"** means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

   a. Settlements, judgments, binding arbitration; or

   b. Other binding alternate dispute resolution proceeding entered into with our consent.

   "Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

8. **"Underlying insurance"** means the policy or policies (including any renewal or replacement of such policies) of insurance listed in the Schedule of Underlying Insurance including the "controlling underlying insurance" and any self insured retentions.

9. **"Underlying insurer"** means any insurer who provides a policy of insurance listed in the Schedule of Underlying Insurance.

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This Schedule forms a part of Policy Number: CSAR-CEL-0000663-01
Coverage only applies in excess of those policies and limits scheduled below:

1 . Auto Liability	Insurance Company: Central Insurance Companies Policy No: BAP 8669310 12 Effective From: 07/01/2022 - 07/01/2023 $1,000,000 CSL Each Accident
2 . Employers Liability	Insurance Company: Travelers Property Casualty Co of America Policy No: 6JUB-5N24687-5-21 Effective From: 11/04/2021 - 11/04/2022 $1,000,000 Bodily Injury by Accident $1,000,000 Bodily Injury by Disease Each Employee $1,000,000 Bodily Injury by Disease Policy Limit
3 . General Liability	Insurance Company: Gemini Insurance Company Policy No: TBD Effective From: 07/01/2022 - 07/01/2023 $1,000,000 Each Occurrence $2,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $2,000,000 Products-Completed Operations

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. However, in no event shall we retain less than the Minimum Earned Premium at Inception. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Client#: 1983064 HKAENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ross Obey
USI Insurance Services, LLC 235 Magrath Darby Blvd Ste 325 Mount Pleasant, SC 29464 843 573-2600	PHONE (A/C, No, Ext): 843 573-2600 FAX (A/C, No): E-MAIL ADDRESS: ross.obey@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of N A	43575
INSURER B : ACE Fire Underwriters Insurance Co.	20702
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HKA Enterprises, LLC
337 Spartangreen Blvd
Duncan, SC 29334

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	WLRC50670752 (AOS)	09/01/2022	09/01/2023	X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N			SCFC50670806 (WI)	09/01/2022	09/01/2023	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC50675403 (OR)	09/01/2022	09/01/2023	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile, Alabama Cruise Terminal Parking Deck Repairs Phase 3 #CT-006-22, 201 South Water Street, Mobile, Alabama 36602.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
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

Paula B Bulman

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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** **BR74080300**
☐ **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:

Ketom Construction Company Inc dba Southern Preservation Systems
3735 Harrison Rd Ste 100
Loganville, GA 30052

2. Producer Information:

A Name: CHASTAIN & ASSOCIATES INSURANCE AGENCY, INC.
PO BOX 1908
ATHENS, GA 30603-1908
B Telephone # +1 706 433 1728
C Fax #
D Zurich Producer # 02203958
E Field Office Name
F Field Office Code

3. Policy Period – From: 11/08/2022 **To:** 11/08/2023
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
201 South Water St
Mobile, AL 36602

New Construction		
A) Any one building or structure	$	209,576
B) All covered property at all locations (same as A unless otherwise noted)	$	209,576
Remodeling		
D) Renovations and improvements	$	See new construction
E) Existing buildings or structures	$	
F) Rate	$	0.181
G) Premium	$	400.00
H) Total Taxes and Surcharges (per attached endorsement)	$	0.00
I) **Total Fully Earned Policy Premium** (minimum premium applicable)	$	400.00

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

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74080300
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	$
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	$ 209,576
Increased Cost Of Construction	$ 209,576
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 209,576
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"	

Policy Number BR74080300

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Ketom Construction Company Inc dba Southern Preservation Effective Date: 11/08/2022
12:01 A.M., Standard Time

Agent Name: CHASTAIN & ASSOCIATES INSURANCE AGENCY, INC. Agent No.: 02203958

FM170001(04/10), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-74(04/09), HBIS-35(04/09), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

Important Notice – In Witness Clause

ZURICH

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[ ] *President*

[ ] *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form

ZURICH

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. **Covered Property**, as used in the Coverage Form, means:

   Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

   a. Your property;

   b. Property of others for which you are legally responsible;

   c. Paving, curbing, fences and outdoor fixtures;

   d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;

   e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and

   f. Foundations of buildings and foundations of structures in the course of construction.

2. **Property Not Covered**

   Covered Property does not include:

   a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;

   b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;

   c. Land and water;

   d. "Existing inventory", unless specifically endorsed;

   e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and

   f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

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3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;

(2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;

(3) Hidden decay;

(4) Hidden insect or vermin damage;

(5) Weight of people or personal property;

(6) Weight of rain that collects on a roof; or

(7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

(1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.

(2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

(1) Extract "pollutants" from land or water; or

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(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

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No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and

(iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.

(b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.

(c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.

(d) We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

(4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

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(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

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(a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;

(b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and

(c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.

(2) Claim preparation expense does not mean the expense incurred for:

(a) Negotiating or presenting any claim that we have disputed or denied;

(b) Attorneys, public adjusters, loss appraisers or loss consultants; or

(c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph **2.e.** of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

(1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water or their spray, all whether driven by wind or not;

(2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(3) Mudslide or mudflow;

(4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

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(5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;

(6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

(a) Do your best to maintain heat in the building or structure; or

(b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.

b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

(1) While acting alone or in collusion with others; and

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.

d. Shortage of property found upon taking inventory.

e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.

f. "Collapse", except as provided in the **Collapse** Additional Coverage.

g. **(1)** Wear and tear.

(2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.

(3) Insects, vermin, rodents.

(4) Corrosion, rust, fungus, mold, mildew, rot.

(5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.

(6) Settling, cracking, shrinking, or expansion of any Covered Property.

h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

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i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.

j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

a. Weather conditions which contribute in any way to a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of all or part of any Covered Property wherever located.

d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

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2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

a. At any construction site you have reported;

b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

a. Once your interest in the Covered Property ceases;

b. Ninety days after initial occupancy of the Covered Property unless:

(1) That building is being used as a model home;

(2) That building is being remodeled and is a single family dwelling; or

(3) That building is being used as a "model home leaseback".

c. When the Covered Property is leased to or rented to others:

(1) For a single family dwelling, when the building is leased or rented to others;

(2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or

(3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

d. When you abandon the reported location with no intention to complete it;

e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

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g. Once the Covered Property is accepted by the owner or buyer and:

(1) The contractor has been paid in full; or

(2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

(1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or

(2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

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However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

a. The term mortgage holder includes trustees.

b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.

c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. We will not notify the mortgage holder if:

(1) You cancel this policy, or

(2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to $25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

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If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

a. Divide the reported value by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph **a.**; and

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported Value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$100,000 = 1.00

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from result of paragraph **b.**

$60,000 - $1,000 = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	$1,000
Reported Value	$100,000
"Total estimated completed value"	$120,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$120,000 = .833

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x .833 = $49,980

c. Deductible amount Subtracted from result of paragraph **b.**

$49,980 - $1,000 = $48,980

8. Liberalization Clause

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If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:

   a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;

   b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;

   c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

2. "Commercial structure" means any structure other than a one to four family dwelling.

3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.

4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.

5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.

6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.

7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.

8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.

9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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10. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.

11. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.

12. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:

    a. Money or securities;

    b. Converted data; or

    c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

14. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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Non-Reporting Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

   e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

   4. Reporting Provisions

   a. The premium charged is fully earned and no refund is due to you when coverage ends.

   b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

   7. Coinsurance

   If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

   a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

   b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

   c. Subtract the deductible from the figure determined in paragraph **b.**

   Example No 1.

   (This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

   a. Limit of Insurance/Total Estimated Completed Value

   $100,000/$100,000 = 1.00

   b. Amount of loss x percentage in A

   $60,000 x 1.00 = $60,000

   c. Deductible amount subtracted from results in B

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$60,000 - $1,000 = $59,000

Total amount of loss payable = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	$1,000
Limit of Insurance	$100,000
"Total Completed Estimated Value"	$120,000
Amount of loss	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$120,000 = .833

b. Amount of loss x percentage in A

$60,000 x .833 = $49,980

c. Deductible amount subtracted from results in B

$49,980 - $1,000 = $48,980

Total amount of loss payable = $48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Back-Up Or Overflow Of Sewers, Drains Or Sumps Exclusion

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **A. COVERAGE**, Additional Coverage **d. Back-Up Or Overflow Of Sewers, Drains Or Sumps** is deleted.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Windstorm Or Hail Exclusion

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

A. Section **A COVERAGE** is amended as follows:

Paragraph **(1)** of Additional Coverage **a. Collapse** is replaced by the following:

(1) Fire; lightning; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; but only if the causes of loss otherwise are covered in this Coverage Form;

B. Section **B. EXCLUSIONS** is amended as follows:

The following is added to paragraph **3.**:

e. Windstorm or hail

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Deductible Amendatory Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Changes In Cancellation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Common Policy Conditions

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Changes In Valuation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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ZURICH

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.

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6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. **Pair Or Set**

   In case of loss or damage to any part of a pair or set we may:

   a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or

   b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. **Parts**

   In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

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2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:

a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and

b. For the act causing the loss, either:

(1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or

(2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.

3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within the time limitations prescribed by Alabama law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. **Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Non-Renewal Notice

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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SANCTIONS EXCLUSION ENDORSEMENT

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Small and Mayor Stimpson

Purpose and Scope of Project:

To provide Phase II of Security Upgrades at the Public Works Complex

Amount of Contract:

$16,700.00

Funding Source

Project # Public Works Complex - Security Upgrades-Phase II PW-064-22

Discretionary Funds

Project String C0747 PW Complex - Security Upgrades-Ph 2 (20002000-48010)

Contract Number:4199

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PW-064-22 Public Works Complex - Security Upgrades-Phase II	Cover Memo	12/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/9/2022 - 4:46 PM
Capital	Rhodes, Brenda	Approved	12/12/2022 - 9:19 AM
Legal	Kern, Chris	Approved	12/12/2022 - 3:33 PM
Mayors	Montgomery, Brandi	Approved	12/15/2022 -

Office 3:03 PM

RESOLUTION

2022

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:	ARENA FIRE PROTECTION INC.
Project Name:	PUBLIC WORKS COMPLEX – SECURITY UPGRADES-PHASE 2
Project Number:	PW-064-22
Amount:	$16,700.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0747 – PW COMPLEX - SECURITY UPGRADES-PH 2

CAPITAL PROJECT #: C0747 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PW-064-22

CONTRACT AMOUNT: $16,700.00

PROJECT DESCRIPTION: TO COMPLETE PHASE 2 OF SECURITY UPGRADES AT THE PUBLIC WORKS COMPLEX (770 GAYLE STREET).

VENDOR NAME: ARENA FIRE PROTECTION INC.

VENDOR NUMBER: 294594

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 11/14/2022

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 36633-1827

And the **Contractor**: Arena Fire Protection Inc.
21312 Stateline Road
Moss Point, Mississippi 39562

City Business License No.: 079488
Secretary of State Registration No.: 000-921-354

For the following **Project**: Public Works Complex
Security Upgrades – Phase 2
770 Gayle Street
Mobile, Alabama 36604

Project Number: PW-064-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the 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 Fifteen Thousand Seven Hundred and 00/100 Dollars ($16,700.00), which includes a Contingency Allowance of One Thousand and 00/100 Dollars ($1,000.00).

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. Hardware/Fire Alarm/Whatever Allowance shall cover cost of material, labor, overhead, profile 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.

D. 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.

1.4 UNIT PRICES

A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

B. List of Unit Prices:
   a. Provide, install, program, and set up One (1) Axis P3247-LVE camera, or equal, per specifications. $1,310.00
   b. Provide, install, program, and set up One (1) Avycon AVC-EHN41FLT/2.8 camera, or equal, per specifications. $366.00
   c. Provide, install, set up, and set up One (1) Avycon AVM-EWMTS-W-TL1 mount, or equal, per specifications. $186.45
   d. Provide, install, set up, and set up One (1) Avycon AVM-JB-F1 mount, or equal, per specifications. $107.38

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 forty-five (45) 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. /$2,000,000 Aggregate on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. 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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Arena Fire Protection Inc. has completed the contract for PW-064-22, Public Works Complex – Security Upgrades-Phase 2, 770 Gayle Street, Mobile, Alabama 36604. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 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, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

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

1. Request for Quotes documents, dated June 15, 2022, as prepared by the City of Mobile Architectural Engineering Department.
2. E-Verify Documentation;
3. Certificate of Insurance with endorsements; and
4. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

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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: Arena Fire Protection Inc.

By Signature

Jeremy Davidson, Vice 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 Vice President Jeremy Davis of Arena Fire Protection 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 5th day of October, 20 22.

Brenda Rhodes
NOTARY PUBLIC
My Commission Expires: May 26, 2024

BRENDA RHODES
MY COMMISSION EXPIRES
MAY 26, 2024
NOTARY PUBLIC
STATE OF ALABAMA

1.1 SECTION INCLUDES

A. Summary of Work: Contract, Contractor use of premises.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 SUMMARY OF WORK:

A. Furnish all labor, materials, tools, equipment, training, and supplies and sustain all expenses incurred in performing the work to provide and install new security camera system upgrades at the Mobile Public Works, 770 Gayle Street, Mobile, AL 36604, and at Hurtel Armory, 1900 Hurtel Street, Mobile, AL 36605, as set forth herein and as listed in Bid Form.

B. Basis of Design: Equal products of other manufacturers will be acceptable only if approved by Owner, in writing, prior to submission of bid. Request for Substitutions shall be emailed along with all applicable specifications no later than Seven (7) calendar days, before the due date of bid. Requests for Substitutions must include exact model numbers for cameras as well as mounting brackets and any other related accessories.

1. Cameras: shall be Axis P-3248-LVE series, day/night cameras with infrared capabilities as specified below. All cameras shall be IP type, rated for exterior use, and meet ONVIF compliance standards. Mounts shall be compatible models by same manufacturer as camera.
2. Cabling: shall be Cat 5e in accordance with camera manufacturer's printed requirements, and shall be wired to meet TIA-B network protocols. Unless approved in advance by Owner, all cable located in interior spaces shall be concealed in walls, ceiling cavities, chases, etc.

C. Installation: install new cameras, integrate new cameras with the existing network camera system, proper focus of each camera, install cabling and connections as required.

1. **Public Works Exterior**
- Install Three (3) new Axis P-3248-LVE cameras with AVM-EWMTS-W-TL1 mounts in new locations.
- Provide new cabling and connections as required by manufacturer
- See Drawing – Attachment 2 – Reflected Ceiling Plan for locations
- Provide, install, terminate, and test One (1) RJ-45 Universal Cat 5e 24-Port Patch Panels at each location as described in Drawings A-1, as specified in Exhibit A – Additional Fiber Connections. Exact locations will be identified during the project in coordination with the City of Mobile's MIT Department

2. **Hurtel Armory Exterior**
- Install Five (5) new Axis P-3248-LVE cameras with AVM-EWMTS-W-TL1 mounts in new locations.
- Provide new cabling and connections as required by manufacturer
- See Drawing – Attachment 3 – Reflected Ceiling Plan for locations
- Provide, install, terminate, and test One (1) RJ-45 Universal Cat 5e 24-Port Patch Panels at each location as described in Drawings A-1, as specified in Exhibit A – Additional Fiber Connections. Exact locations will be identified during the project in coordination with the City of Mobile's MIT Department

D. Training: Upon completion of installation, Contractor shall provide all necessary training to Mobile Public Works personnel for the operation of the security camera system.

E. Warranty: Provide a Two (2) year comprehensive warranty, including all parts and labor, inclusive of any manufacturer's warranty.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.
B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
B. Coordinate related Work and modify surrounding Work as required.
C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
B. Request Utility interruptions and tie ins at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 CUTTING AND PATCHING

A. Contractor shall be responsible for all cutting and patching of existing finish materials required for installation of cameras, cabling or other items. Debris from cutting and

patching operations shall be removed and properly disposed of and the area thoroughly cleaned upon completion of task.

1.12 PRECONSTRUCTION MEETINGS

A. Owner will schedule a pre-construction meeting after contract award for all affected parties. Attendance is required by Contractor and all Contractor's personnel that will be working on this Project.

1.13 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Contractor shall preside at meetings, record minutes, and distribute copies of minutes

1.14 EXAMINATION

A. Prior to beginning Work, Contractor shall thoroughly examine existing conditions and notify Owner immediately of any conditions that would impact the installation of cameras, cabling or other equipment.

1.15 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review and approval.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

C. See Sections 01310 Project Management and Coordination and Section 01320 Construction Progress Documentation for additional requirements.

1.16 PROPOSED PRODUCT LIST

A. Submit list of all products/equipment to be incorporated into the Project including all cameras, cabling, NVR's, monitor, rack and other required materials in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review and approval

1.17 SHOP DRAWINGS and PRODUCT DATA

A. Shop Drawings and Product Data for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic (pdf), AutoCad drawings, and hard copies of all submittals.

1.18 MANUFACTURER'S INSTALLATION INSTRUCTIONS

A. Follow equipment manufacturer's printed instructions/recommendations for the installation of all equipment.

1.19 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' written instructions.
C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.
E. Delegated Design, when required by Specifications, shall include comprehensive engineering analysis by a qualified engineer licensed in the State of Alabama and engineer shall use performance requirements and design criteria indicated.

1.20 EXAMINATION

A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.21 PREPARATION

A. Prepare surfaces prior to applying next material installation, if applicable.

1.22 TOLERANCES

A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.23 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.
B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.24 ELECTRICITY

A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.25 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain temporary lighting for construction operations as may be required.
B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.26 WATER SERVICE

A. Owner shall provide suitable potable water in moderate quantities without cost to

the Contractor.

1.27 TEMPORARY SANITARY FACILITIES

A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.28 BARRIERS AND FENCING AND SIGNAGE

A. Provide barriers and fencing and signage as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.29 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.30 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.31 PARKING

A. On-site parking for Contractor vehicles shall be only as directed by Owner. Do not block traffic.

1.32 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.33 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.30 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.31 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.32 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.33 SUBSTITUTIONS

A. Substitutions shall be pre-approved prior to bid submission. **Requests for Substitution are due no later than 7 calendar days prior to the bid deadline to Edward Struthers, Project Manager, at** edward.struthers@cityofmobile.org.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.34 FINAL CLEANING

A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.35 ADJUSTIING

A. Upon completion of the Work and prior to Final Payment, Contractor shall be required to adjust all cameras as needed for proper coverage as directed by Owner

1.36 OPERATION AND MAINTENANCE DATA

A. Upon completion of the Work and prior to Final Payment, Contractor shall submit Manufacturer's printed operation and maintenance information for Owner's records.

1.37 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with request for final payment.

F. Submit 2 paper copies and 1 electronic copy (AutoCAD/pdf format) to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Operation and maintenance data

c. Warrantees and guarantees
d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.38 WARRANTIES

A. Manufacturer's standard Five (5) year material/equipment warranty shall be provided
B. In addition, all materials and labor shall be warranted for a minimum of Two (2) years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

GRANITE RE, INC.

Performance Bond

CONTRACTOR:
Arena Fire Protection, Inc.
21312 State Line Road
Moss Point, MS 39562

SURETY:
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
City of Mobile, AL
205 Government Street
Mobile, AL 36633

CONTRACT:

Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)
Description: Project No.: PW-064-22 - Public Works Complex Security Upgrades - Phase 2

BOND:

Bond #: GRAL57877
Effective Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)
Modification to this Bond: [X] No [ ] Yes, see last page

CONTRACTOR AS PRINCIPAL
Arena Fire Protection, Inc.

Signature: _____ V.P.
Name and Title:

SURETY
Granite Re, Inc.

Signature: _____
Name and Title: Kenneth D. Whittington
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conference; as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall within reasonable promptness and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety, demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner releases the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within one year after Contractor Default or within one year after the Contractor ceased working or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

    12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

    12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

13. Principal: The individual or entity named and listed under the section of this bond titled Contractor. The entity or individual named as Contractor is not assignable.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____
Name and Title:

SURETY
Company:

Signature: _____
Name and Title:

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:

KENNETH D. WHITTINGTON; KYLE MCDONALD 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:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
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 September 12, 2022

Kyle P. McDonald, Assistant Secretary

GRANITE RE, INC.

Payment Bond

CONTRACTOR:
Arena Fire Protection, Inc.
21312 State Line Road
Moss Point, MS 39562

SURETY:
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
City of Mobile, AL
205 Government Street, P.O. Box 1827
Mobile, AL 36633

CONTRACT:

Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)
Description: Project No.: PW-064-22 - Public Works Complex Security Upgrades - Phase 2

BOND:

Bond #: GRAL57877
Effective Date: 09/12/2022
Amount: Sixteen Thousand Seven Hundred Dollars And Zero Cents ($16,700.00)

Modification to this Bond: [X] No [ ] Yes, see last page

CONTRACTOR AS PRINCIPAL
Arena Fire Protection, Inc.

Signature: _____ V.P.
Name and Title:

SURETY
Granite Re, Inc.

Signature: _____
Name and Title: Kenneth D. Whittington
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, Successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference,

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, or suits by any person or entity whose labor, materials or equipment were furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, or suits and tendered defense of such claims, demands, or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. Within a reasonable period of time after the claimant has satisfied the conditions of Paragraph 4 and after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed and earned amounts. These amounts shall only be paid if previously certified by the Architect or Engineer and paid to Contractor by Owner. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.

6. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by Claimant or the last materials or equipment were furnished by Claimant under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

    14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone, service or rental equipment used in the Construction Contract.

    14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

15. Principal: The individual or entity named and listed under the section of the bond titled “Contractor”. This individual or entity is not assignable.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____
Name and Title:

SURETY
Company:

Signature: _____
Name and Title:

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:

KENNETH D. WHITTINGTON; KYLE MCDONALD 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:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
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 September 12, 2022

Kyle P. McDonald, Assistant Secretary

Alabama Secretary of State

Arena Fire Protection Inc.	
Entity ID Number	000 - 921 - 354
Entity Type	Foreign Corporation
Principal Address	21312 STATELINE RD MOSSPOINT, MS 39562
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	10/20/2000
Qualify Date	02/21/2002
Registered Agent Name	DAVIDSON, JEREMY
Registered Office Street Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Registered Office Mailing Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	03/07/2013
Agent Mailing Address Changed From	* Added
Transaction Date	03/07/2013
Registered Agent Changed From	MCLEOD, BETTY 5058 FREEWAY DR MOBILE, AL 36619

Scanned Documents

Search and view scanned documents

Document Date / Type / Pages	02/21/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/07/2013 Registered Agent Change 2 pgs.

E-Verify

Company ID Number: 596474

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 Arena Fire Protection Inc	
Jennifer Williamson Name (Please Type or Print)	Title
Electronically Signed Signature	08/31/2012 Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Arena Fire Protection Inc
Company Facility Address:	21312 State Line Rd Moss Point, MS 39562
Company Alternate Address:	PO Box 460 Hurley, MS 39555
County or Parish:	JACKSON
Employer Identification Number:	640932306

E-Verify

Company ID Number: 596474

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Jennifer Williamson**		
Telephone Number:	**(228) 588 - 3440**	Fax Number:	**(228) 588 - 3554**
E-mail Address:	**Jennifer@arenafire.com**		

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 376-483-4 ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 267 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6121587	04/08/2022	04/08/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6121587	04/08/2022	04/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	6121592	04/08/2022	04/08/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	1804237	04/08/2022	04/08/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER	CANCELLATION
376-483-4 267 0 CITY OF MOBILE 205 GOVERNMENT ST MOBILE, AL 36602-0001	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 Michael G Kerr

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AGENCY CUSTOMER ID: 376-483-4
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY	ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460
POLICY NUMBER SEE CERTIFICATE # 267.0	
CARRIER SEE CERTIFICATE # 267.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 267.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT NUMBER: PW-064-22
PROJECT: PUBLIC WORKS COMPLEX, UPGRADES-PHASE 2, 770 GAYLE ST, MOBILE, AL 36604
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each construction project as required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 04/08/2022 at 12:01 A.M. standard time, forms a part of

Policy No. 1804237

Issued to Arena Fire Protection, Inc.

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Michael G Kerr
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, Louisiana, New Hampshire, New Jersey, New York, North Carolina, or Wisconsin.

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Director Lawrence Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize and execute a professional services contract with Kenley Russ for services as a Cyber Specialist - Analytics for the Gulf Coast Technology Center for a term of two (2) years and sum of $43,043.97 per year. Project funding through the FY22 JAG Grant.

Amount of Contract:

$43,043.97 per year

Funding Source

Project # **Discretionary Funds**

Project String G-DOJJAG22.REGULRWAGE **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/13/2022
Professional Services Contract - Kenley Russ	Backup Material	12/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	12/15/2022 - 11:11 AM
Legal	Kern, Chris	Approved	12/15/2022 - 1:17 PM
Legal	Kern, Chris	Approved	12/15/2022 - 1:17 PM

Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:02 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a professional services contract, by and between the City of Mobile and KENLEY RUSS, 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

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **KENLEY RUSS** (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, The United States Government has awarded/provided the City funding under a Department of Justice, Justice Assistance Grant, which, in part, is designed to enable the City's Office of Public Safety to employ one or more Technical, Analytical, or other Professional Personnel (**Cyber Specialist – Analytics**) to work at and in partnership with the Gulf Coast Technology Center, providing direct resources and services assisting and leading initiatives geared towards prevention, deterrence, compliance, and detection efforts to reduce violence exacerbated by current conditions, including assisting the efforts of the well-established Digital Media Forensics Branch of The GCTC, or as otherwise dictated by the needs of The City..

WHEREAS, the funding for this position is available for two (2) years;

WHEREAS, the City desires to contract with **KENLEY RUSS** to perform some or all of the following services: (a) forensics, evidentiary, artifact-based and specialized technical intelligence work, in an office and lab setting, relating to gun violence prevention, deterrence, compliance, and detection systems, (b) review and interpretation of artifacts, plans, programs, and concepts which may further Intelligence-Led Policing Initiatives, (c) specialized technical functions required to operate software and other computer or cloud based applications and software, within austere environments and unique settings, (d) assist with support measures during real-time and historical intelligence and investigation matters, to include working within a multi-agency collaboration environment, (e) system and program efficiency, effectiveness and relational analysis, (f) threat assessment and analysis, (g) intelligence collection and analysis, and (h) other duties as assigned; to include special project assignment, leadership initiatives, and support, directly related to making Mobile a safer city with respect for everyone. The Contractor shall report directly to The Digital Media Forensics Branch, Senior Branch Lead (Sr. Cyber Specialist), or other designee, while working from The Gulf Coast Technology Center.

WHEREAS, because the services to be performed are highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said services by independent contract;

NOW, THEREFORE,

WITNESSETH:

That the City, 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 sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of **FORTY-THREE THOUSAND FORTY THREE DOLLARS AND NINETY SEVEN CENTS [$43,043.97] per year,** for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence upon the start of the first City of Mobile pay period, subsequent to the approval and signing of this contract on or after **JANUARY 14, 2023**, whichever is later, and continue thereafter for a period of **TWO YEARS, or 24 MONTHS**; renewable or subject to extension and/or permanent appointment.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her 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. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

B. All notices of cancellation, requests, demands, or other communication shall be in writing and duly delivered to the following address for the City at:

City of Mobile Police Department
2460 Government Blvd.
Mobile, AL 36606

Copy to: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Kenley Russ
455 St. Louis Street
Suite 2300
Mobile, AL 36602

C. 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 in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing, and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character, and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug-Free Workplace Program.

H. The City will provide Contractor with proper office space, and the tools necessary to reasonably accomplish his/her assigned tasks; to include use of a City owned or operated vehicle for regular duties, or other field response requirements and assignments.

I. The Contractor will be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby authorized to have access to and be permitted to operate a City owned vehicle as required; as well as other City equipment and assets, during the course of daily assignment, travel, or as otherwise delegated and authorized by The Mobile Police Department, Intelligence Division Commander. This Contractor may be required to respond during regular business hours, after hours, and on weekends throughout the duration of this contract term.

K. The Contractor shall be issued, or be permitted to maintain (if previously assigned), a Mobile Police Department Employee Identification Number, a City email address, as well as the necessary keys, codes, identification, and proximity cards

necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

M. **Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

N. **Breach:** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

O. **Termination of Agreement**: The Contractor may terminate the contract upon thirty (30) days' written notice, and The City, immediately, upon written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to 205 Government Street, P. O. Box 1827, Mobile, AL 36633-1827. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____

Its Mayor

ATTEST:

BY_____

Its City Clerk

CONTRACTOR

BY Kenley Russ

KENLEY RUSS

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **KENLEY RUSS** whose name appears as the **CONTRACTOR**, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 12th day of December, 2022.

(SEAL)

Michelle Henkel
Notary Public
State of Alabama At-Large
My Commission Expires: 08/13/2025

My Commission Expires 08/13/2025

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To make exterior renovations at The Ben May Main Library

Amount of Contract:

$517,000.00

Funding Source

Project # The Ben May Main Library - Exterior Renovations LI-051-21 — **Discretionary Funds**

Project String C0586 TIF-Ben May Main Library-Exterior (20002000-48010) — **Contract Number:**4202

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
LI-051-21 The Ben May Main Library - Exterior Renovations	Cover Memo	12/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/13/2022 - 5:21 PM
Capital	Rhodes, Brenda	Approved	12/14/2022 - 9:09 AM
Legal	Kern, Chris	Approved	12/14/2022 - 2:21 PM
Mayors	Montgomery, Brandi	Approved	12/15/2022 -

Office 3:03 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	MELVIN PIERCE PAINTING, INC.
Project Name:	THE BEN MAY LIBRARY – EXTERIOR RENOVATIONS
Project Number:	LI-051-21
Amount:	$517,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0586 – TIF-BEN MAY MAIN LIBRARY-EXTERIOR

CAPITAL PROJECT #: C0586 (20002000-48010) **DATE OF RECEIPT:**

ARCHITECTURAL ENGINEERING PROJECT #: LI-051-21

CONTRACT AMOUNT: $517,000.00

PROJECT DESCRIPTION: TO MAKE EXTERIOR REPAIRS AT THE BEN MAY MAIN LIBRARY (701 GOVERNMENT STREET).

VENDOR NAME: MELVIN PIERCE PAINTING, INC.

VENDOR NUMBER: 163750

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate ___

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 12/13/2022

AIA® Document A101® – 2017

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

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

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Melvin Pierce Painting, Inc
8475 Moffett Road
Semmes, Alabama 36575
(251) 649-2900

City of Mobile Business License Number: 376950
Secretary of State Registration Number: 000-043-938

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

The Ben May Library - Exterior Renovations
701 Government Street
Mobile, Alabama 36602
Project Number: LI-051-21

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

Architectural Engineering Department
City of Mobile
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

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2 THE WORK OF THIS CONTRACT

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[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 Five (105) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

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

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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 Five Hundred Seventeen Thousand and 00/100 Dollars ($517,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$294,000.00
Contingency Allowance:	$ 3,000.00
Total Base Bid:	**$297,000.00**
Alternate #1	$145,000.00
Alternate #2	$ 75,000.00
Total Contract Sum:	**$517,000.00**

§ 4.2 Alternates

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

Item	Price
Alternate #1: Repair and re-coat metal windows	$145,000.00
Alternate #2: Clean and repair joints at Architectural Cast Stone Panels	$ 75,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

Contingency Allowance: Three Thousand and 00/100 Dollars ($3,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 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)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 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.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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

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

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

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

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

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

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

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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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 Melvin Pierce Painting, Inc has completed the contract for Project #LI-051-21, The Ben May Library – Exterior Renovations, 701 Government Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

(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

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Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

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

Director of Real Estate and Asset Management Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
Mr. Tim Mosely, General Manager
Melvin Pierce Painting, Inc
8475 Moffett Road
Semmes, Alabama 36575
(251) 649-2900

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

§ 8.5 Insurance and Bonds

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

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

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

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America,

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

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

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

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

.4 Such comprehensive policy shall include the following:

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

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

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

.6 Umbrella/Excess Liability: $4,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

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

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

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

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

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

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

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

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

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,

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or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
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:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	2004 First Floor As-Builts, with Scope of Work delineations	7/24/2022
A-2	2004 Second Floor As-Builts, with Scope of Work delineations	7/24/2022
A-3	2004 Mechanical Yard As-Builts, with Scope of Work delineations	7/24/2022
A-4	2004 Elevation As-Builts, with Scope of Work delineations	7/24/2022

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	7/24/2022
Section 01210	Allowances	7/24/2022
Section 01230	Alternative Bid Items	7/24/2022
Section 01310	Project Management and Coordination	7/24/2022
Section 01320	Construction Progress Documentation	7/24/2022
Section 01330	Submittal Procedures	7/24/2022
Section 01635	Substitution Procedures	7/24/2022
Section 01700	Execution Requirements	7/24/2022
Section 01770	Close out Procedures	7/24/2022
Section 017839	Project Record Documents	7/24/2022
Section 079200	Joint Sealants	7/24/2022
Section 09220	Repair and Restoration of Cement Plaster (Stucco)	7/24/2022
Section 09900	Painting	7/24/2022

.5 Addenda, if any:

Number	Date
Addendum #1	8/4/2022
Addendum #2	8/12/2022

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

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

(Paragraphs deleted)
§ 9.2
(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
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101 (with Owner's Modifications)
Section 00600	Bonds, Certificates and Affidavits Performance Bond (Owner's modified form) Labor and Material Payment Bond (Owner's modified form)
	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
	E-Verify Documentation (Sample)
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

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oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

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

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

City of Mobile	Legal Name of Party to Contract: Melvin Pierce Painting, Inc
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor *(Rows deleted)* *(Printed name and title)*	Tim Mosley, General Manager *(Printed name and title)*

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Tim Mosley as General Manager of Melvin Pierce Painting 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 22nd day of November, 2022.

Terri Anne Perkins
NOTARY PUBLIC
My Commission Expires: 07/22/2025

TERRI ANNE PERKINS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUL. 22, 2025

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EXHIBIT A
SCOPE OF WORK

The Ben May Library

Exterior Renovation

Project #LI-051-21

The work of this contract consists of repairing the exterior stucco and metal casement windows, repainting same; repainting decorative railings, handrails, the pylon sign on Government St; repairing damaged and missing backer rod and sealant assemblies at the architectural cast stone (south side addition), and softwashing.

END OF SCOPE OF WORK

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, Melvin Pierce Painting, Inc, 8475 Moffett Road, Semmes, Alabama 36575, hereinafter called the Principal, and Old Republic Surety Company, P.O. Box 1635 Milwaukee, WI 53201, 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 Five Hundred Seventeen Thousand and 00/100 Dollars ($517,000.00) 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 _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete The Ben May Library – Exterior Renovations Project # LI-051-21, 701 Government Street, Mobile, Alabama, 36602, 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 18th day of November, 2022.

CONTRACTOR AS PRINCIPAL
Company: Melvin Pierce Painting, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Tim Mosley Gen Mgr

SURETY
Company: Old Republic Surety Company
(Corporate Seal)

By: Charles E. Guntharp, Jr.
(Signature)

Name and Title: Charles E. Guntharp, Jr. Attorney-In-Fact

Resident Agent: Charles E. Guntharp, Jr.
(Signature)

Name and Title: Charles E. Guntharp, Jr.
Alabama Resident Agent
Company Name: Valent Group, LLC
Address: 1110 Montlimar Dr., Ste 400
Mobile, AL 36609
Phone and Fax: 251-344-5530/251-343-0653

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

92-0152

Signed and sealed at the City of Brookfield, WI this 18th day of November, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

930

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, Melvin Pierce Painting, Inc, 8475 Moffett Road, Semmes, Alabama 36575 as Principal, and Old Republic Surety Company, P.O. Box 1635, Milwaukee, WI 53201
, 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 Five Hundred Seventeen Thousand and 00/100 ($517,000.00) 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_____, 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete The Ben May Library – Exterior Renovations Project # LI-051-21 701 Government Street, Mobile, Alabama, 36602 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_____Charles E. Guntharp, Jr. **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 18th day of November, 2022

CONTRACTOR AS PRINCIPAL
Company: Melvin Pierce Painting, Inc.
(Corporate Seal)
By: _____
(Signature)
Name and Title: Jim Mosley Gen Mgr

SURETY
Company: Old Republic Surety Company
(Corporate Seal)
By: Charles E. Guntharp
(Signature)
Name and Title: Charles E. Guntharp, Jr., Attorney-In-Fact

Resident Agent: Charles E. Guntharp
(Signature)
Name and Title: Charles E. Guntharp, Jr., Alabama Resident Agent
Company Name: Valent Group, LLC
Address: 1110 Montlimar Dr., Ste 400
Mobile, AL 36609
Phone and Fax: 251-344-5530/251-343-0563

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MARSHA GREENE, CHARLES E. GUNTHARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of July 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of July, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152

Signed and sealed at the City of Brookfield, WI this 18th day of November, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

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	MELVIN PIERCE PAINTING
Address	8475 MOFFETT RD. SEMMES, AL 36575
Telephone	251-649-2900
E-Mail	JEFF@MELVINPIERCE.COM

RFP/RFQ Solicitation Number	LI-051-21
Project Description	BEN MAY LIBRARY - EXTERIOR RENOVATIONS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 27 ✓ Female 1 ✓ Minority 10 ✓ Non-minority 18 SDVO _____ Total #of Employees 28

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JEFFREY DRUCKENMILLER

Signature: _____ Date: 8-17-22

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: JEFFREY DRUCKENMILLER Title: PROJECT MANAGER

Email: JEFF@MELVINPIERCE.COM Phone: 251-649-2900

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company MELVIN PIERCE PAINTING Your Bid/Proposal Amount $ 297,000.00 Date:

8 / 17 / 2022 Description POWER WASHING, PAINTING

Name of Bidder/Proposer: MELVIN PIERCE PAINTING

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
CONSTRUCTION LABOR SERVICES	251-645-4147	STUCCO PATCH WORK AND SOFT WASHING	50,000.00	%16.8	YES	
					NAICS 484220	

4/5/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: NA

Contact Person: NA Phone NA Email NA

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
NA		**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.

NA		
		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

Melvin Pierce Painting, Inc.	
Entity ID Number	000 - 043 - 938
Entity Type	Domestic Corporation
Principal Address	8475 Moffett Road SEMMES, AL 36575
Principal Mailing Address	8475 Moffett Road SEMMES, AL 36575
Status	Exists
Place of Formation	Mobile County
Formation Date	11/24/1976
Registered Agent Name	BISHOP, DEBORAH P
Registered Office Street Address	4275 FRANK MAPLES RD EIGHT MILE, AL 36613
Registered Office Mailing Address	PO BOX 987 SEMMES, AL 36575
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	PIERCE, MELVIN E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CONNERT, STEVE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	PIERCE, EVELYN E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Melvin Pierce Painting, Inc.	
Transactions	
Transaction Date	03/15/1981
Registered Agent Changed From	* Added
Transaction Date	11/26/2001
Registered Agent Changed From	PIERCE, MELVIN E 2300 AIRPORT BLVD MOBILE, AL 36606
Transaction Date	12/23/2013
Agent Mailing Address Changed From	* Added
Transaction Date	12/23/2013
Registered Agent Changed From	PIERCE, MELVIN E 9501 SPICE POND RD EXT SEMMES, AL 36575
Transaction Date	03/29/2022
Principal Mailing Address Changed From	Not Provided
Transaction Date	03/29/2022
Principal Office Changed From	SEMMES, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/26/2001 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/23/2013 Registered Agent Change 2 pgs.
Document Date / Type / Pages	03/29/2022 Articles of Amendment 3 pgs.

Browse Results New Search

E-Verify

Company ID Number: 417200

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 Melvin Pierce Painting, Inc.	
Cory Hardin Name (Please Type or Print)	Title
Electronically Signed Signature	**05/23/2011** Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	**05/23/2011** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Melvin Pierce Painting, Inc.**
Company Facility Address:	**8475 Moffett Rd.** **Semmes, AL 36575**
Company Alternate Address:	**P.O. Box 378** **Semmes, AL 36575**
County or Parish:	**MOBILE**
Employer Identification Number:	**630712950**

E-Verify

Company ID Number: 417200

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Tim Mosley**		
Telephone Number:	**(251) 649 - 2900**	Fax Number:	**(251) 649 - 8569**
E-mail Address:	**tim@melvinpierce.com**		
Name:	**Brenda Pate**		
Telephone Number:	**(251) 649 - 2900**	Fax Number:	**(251) 649 - 8569**
E-mail Address:	**brenda@melvinpierce.com**		
Name:	**Cory Hardin**		
Telephone Number:	**(251) 649 - 2900**	Fax Number:	**(251) 649 - 8569**
E-mail Address:	**cory@melvinpierce.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Danelle Stokes
PHONE (A/C, No, Ext): (251) 544-7237 **FAX (A/C, No):**
E-MAIL ADDRESS: dstokes@valentgroup.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Benchmark Ins Co	41394
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :	CompTrust AGC/Midwest Employers Casualty Company	23612
INSURER D :	Westchester Surplus Lines Insurance Company	10172
INSURER E :		
INSURER F :		

INSURED
Melvin Pierce Painting, Inc.
P O Box 378
Semmes AL 36575

COVERAGES **CERTIFICATE NUMBER:** CL2262840942 **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 included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLP00946	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP00947	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-1S669557-22-NF	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 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	MA137-2022-AL/EWC009234	01/01/2022	12/31/2022	[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	Contractors Pollution Liability $10,000 deductible		Y	G71657152 001	01/21/2022	01/21/2023	each pollution condition aggregate	$ 1,000,000 $ 1,000,000

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

Project: The Ben May Library-Exterior Renovations; Project Number: LI-051-21

City of Mobile is included as an Additional Insured in repsect to General Liability, Automobile Liability and Umbrella Liability. All policies, execpt workers compensation, are primary and Non-contributory with any other insurance in force or which may be purchasd by Additional Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-rnewal or material change be provided by agency (except 10 days for non-payment).

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
Charlie Huntharp, Jr.

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Danelle Stokes
PHONE (A/C, No, Ext): (251) 544-7237 **FAX (A/C, No):**
E-MAIL ADDRESS: dstokes@valentgroup.com
PRODUCER CUSTOMER ID: 00048667

INSURED
Melvin Pierce Painting, Inc.
P O Box 378
Semmes AL 36575

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CP2262804398 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
8475 Moffett Road, Semmes, AL, 36575

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD DEDUCTIBLES: BUILDING / CONTENTS				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	$ $ $ $ $ $ $ $ $ $
A	☒ INLAND MARINE CAUSES OF LOSS ☐ NAMED PERILS ☒ All Risk/2,500 deductible	TYPE OF POLICY: Inland Marine (C) POLICY NUMBER: UM00025712MA22A	07/01/2022	07/01/2023	☒ Leased/Rented ☒ Install Floater ☒ Transit Limit	$ 250,000 $ 500,000 $ 500,000
	☐ CRIME TYPE OF POLICY					$
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: The Ben May Library- Exterior Renovations; Project Number: LI-051-21

City of Mobile is included as an Additional Insured in respects to the installation floater.

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
Charlie Huntharp, Jr.

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

Sponsored by:

Mayor Stimpson and Councilmember Daves

Purpose and Scope of Project:

Accept three permanent sidewalk easements as needed for the Old Shell Road Sidewalk Project, owner donation, no City funds required.

Amount of Contract:

N/A

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/14/2022
SIGNED PSWE Tanner 4467 Old Shell Rd	Exhibit	12/14/2022
SIGNED PSWE Clarke Bro. 4503 Old Shell Rd	Exhibit	12/14/2022
SIGNED PSWE Inscript 4501 Old Shell Rd	Exhibit	12/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Blaize, Gregg	Approved	12/14/2022 - 2:08 PM
Legal	Kern, Chris	Approved	12/14/2022 - 2:15 PM

Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:01 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts three Permanent Sidewalk Easements for the Old Shell Road Sidewalk Project, from:

1. Virginia Ann Tanner, on property located at 4467 Old Shell Road.
2. Clarke Brothers, LLC, on property located at 4503 Old Shell Road.
3. Inscript, LLC, on property located at 4501 Old Shell Road.

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **VIRGINIA ANN TANNER**, the Grantor, of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant, for the Old Shell Road Sidewalk Project, unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk, excluding the maintenance and construction thereof.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

See attached Exhibit A
4467 Old Shell Rd.

All work will be done in an orderly manner.

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk. And for and in consideration of the above, the Grantor hereby releases said CITY OF MOBILE from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEROF, the undersigned has set her hands and seals, this the 23 day of November, 2022.

VIRGINIA ANN TANNER

By: _____
Virginia Ann Tanner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Virginia Ann Tanner, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23 day of November, 2022.

STATE OF ALABAMA NOTARY PUBLIC
LINDA CLEMENTS
My Commission Expires
August 17, 2025

_____
Notary Public, State of Alabama
My Commission Expires: 8-17-2025

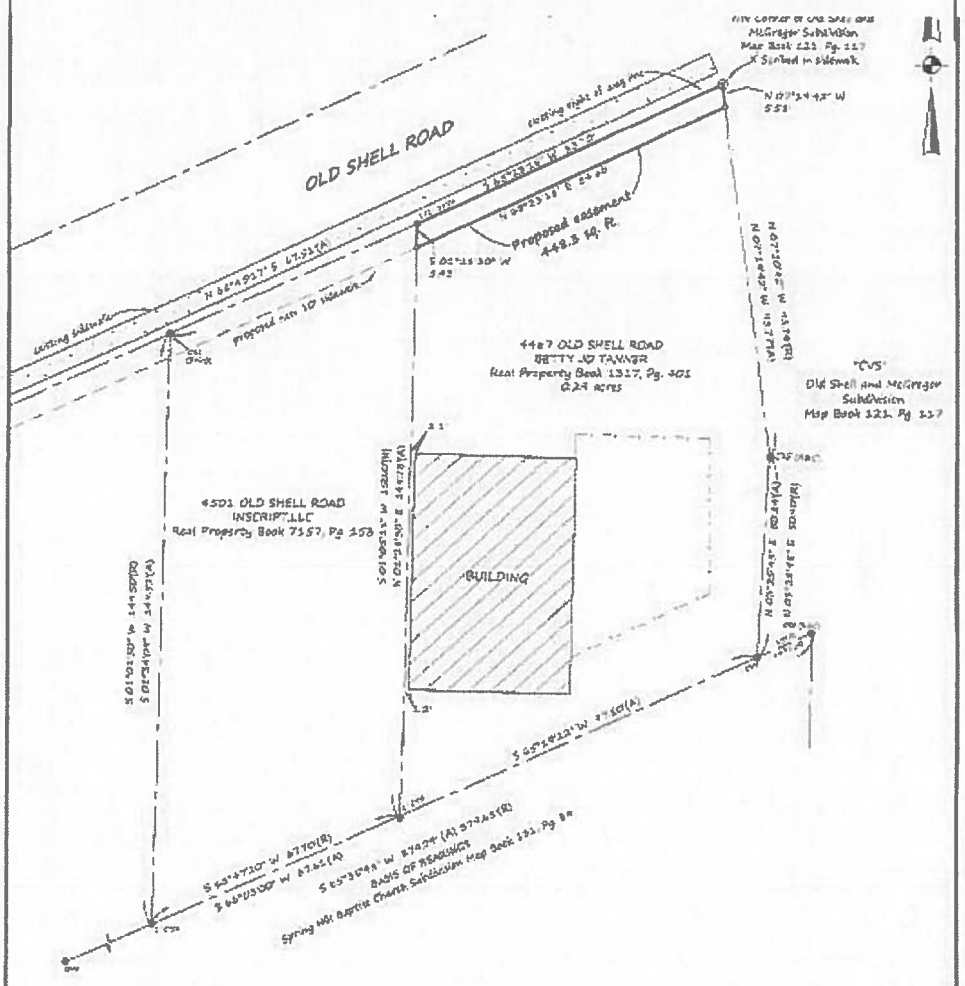
Grantor:
VIRGINIA ANN TANNER
P.O. Box 81628
Mobile, AL 36689-1628

Grantee:
CITY OF MOBILE
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-18

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-18

"EXHIBIT A"

EASEMENT EXHIBIT FOR VIRGINIA ANN TANNER



EASEMENT DESCRIPTION:

BEGINNING at the Northwest corner of Old Shell and McGregor Subdivision as recorded in Mobile County, Alabama Probate records; thence along the South Right of Way line of Old Shell Road S65°23'18"W 83.70 feet to the Northwest corner of the Betty Jo Tanner parcel as described in Real Property Book 1317, Page 401 of said probate records; thence S01°28'30"W S 93 feet; thence N65°23'18"E 84.65 feet to the East line of said Betty Jo Tanner parcel; thence along said East line N07°19'42"W 5.58 feet to the POINT OF BEGINNING.

Surveyor's Certificate

I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

11/27/17

Jason M. Linder, P.L.S.
Alabama Registration No. 34762

LEGEND

These standard symbols may be found in this drawing

R/W= Right of Way
(R)= Record Bearing, Distance
(A)= Actual Bearing, Distance
CIR= capped rebar found
CTOP= Crimp top pipe found
CMF= Concrete monument found
CIRF= Capped capless found
Fence line
Overhead power line

EASEMENT SURVEY PREPARED FOR

THE VILLAGE OF SPRING HILL, INC

ALABAMA LICENSED NO. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

11/27/2017	

LINDER SURVEYING CONSULTANTS, LLC
4360 COUNTY ROAD 3
SCILLEY, AL 36558
P: 251.342.9124 C 251.295.2509

LINDER SURVEYING CONSULTANTS

CERTIFICATE OF AUTHORIZATION NO. CA-1065-LS

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CLARKE BROTHERS, LLC,** an Alabama Limited Liability Company, the Grantor, of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant, for the Old Shell Road Sidewalk Project, unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk, excluding the maintenance and construction thereof.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

See attached Exhibit A
4503 Old Shell Rd.

All work will be done in an orderly manner.

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk. And for and in consideration of the above, the Grantor hereby releases said CITY OF MOBILE from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

IN WITNESS WHEROF, the undersigned has set her hands and seals, this the 5TH day of NOVEMBER, 2022.

CLARKE BROTHERS, LLC

By: Daniel J Clarke
Daniel J. Clarke, Administrative Member

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Daniel J. Clarke, Administrative Member, of Clarke Brothers, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of November, 2022.

KELLY ANNE DUNN
MY COMMISSION EXPIRES
SEPTEMBER 23, 2025
NOTARY PUBLIC
STATE OF ALABAMA

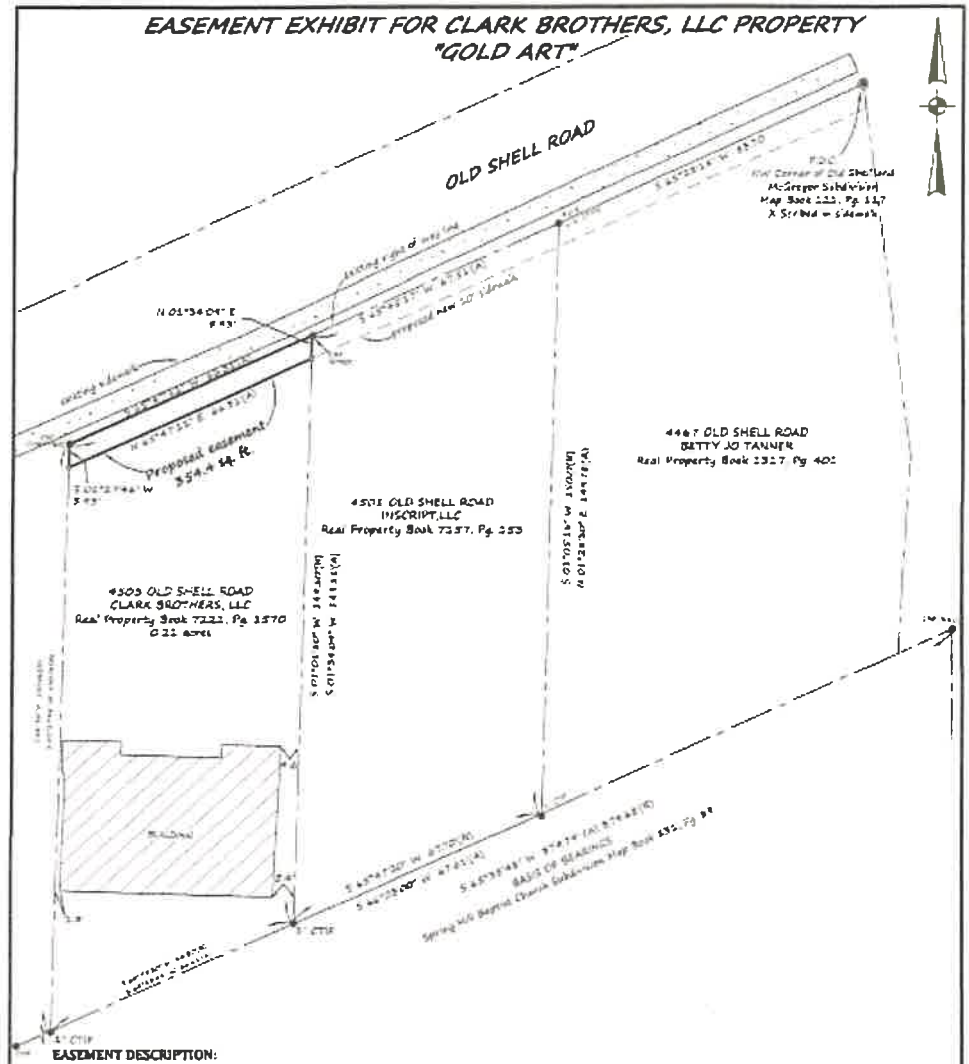
Kelly Dunn
Notary Public, State of Alabama
My Commission Expires: 9/23/2025

Grantor:
CLARKE BROTHERS, LLC
4503 Old Shell Rd.
Mobile, AL 36608

Grantee:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-18

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-18

"EXHIBIT A"



EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Old Shell and McGregor Subdivision as recorded in Mobile County, Alabama Probate records;thence along the South Right of Way line of Old Shell Road S65°23'18"W 83.70 feet to the Northeast corner of the Inscript, LLC parcel as described in Real Property Book 7157, Page 153 of said probate records; thence S65°45'17"W 67.51 feet to the Northeast corner of the Clark Brothers, LLC parcel as described in Real Property Book 7221, Page 1570 of said probate records, said point being the POINT OF BEGINNING for the easement herein described; thence along said Right of Way line S65°47'11"W 66.31 feet to the Northwest Corner of said Clark Brothers, LLC parcel; thence along the West line of said parcel S01°27'46"W 5.93 feet; thence N65°47'11"E 66.31 feet to a point on the East line of said parcel; thence along said East line N01°34'09"E 5.93 feet to the POINT OF BEGINNING.

Surveyor's Certificate

I, Jason M. Linder, hereby certify that all parts of the survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

11/27/17

Jason M. Linder, PE
Alabama Registration No. 34762

EASEMENT SURVEY PREPARED FOR:

THE VILLAGE OF SPRING HILL, INC

ALABAMA LICENSED No. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
4350 COUNTY ROAD 3
MILLRY, AL 36558
O: 251.542.9334 C: 251.294.2906

LINDER SURVEYING CONSULTANTS

CERTIFICATE OF AUTHORIZATION NO. CA-1065-LS

LEGEND

These standard symbols may be found in the drawing.

R/W = Right of Way
(R)= Record Bearing, Distance
(A)= Actual Bearing, Distance
(CM)= Concrete Monument Found
CTIP= Crimped Top Iron Pipe
—x—x—x— Fence Line
———— Overhead power line

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **INSCRIPT, LLC,** an Alabama Limited Liability Company, the Grantor, of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant, for the Old Shell Road Sidewalk Project, unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

See attached

All work will be done in an orderly manner.

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk.

IN WITNESS WHEROF, the undersigned has set her hands and seals, this the 18 day of November, 2022.

INSCRIPT, LLC,

By: Billie F. Goodloe
Billie F. Goodloe, Initial Manager

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that Billie F. Goodloe, Initial Manager of INSCRIPT, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18 day of November, 2022.

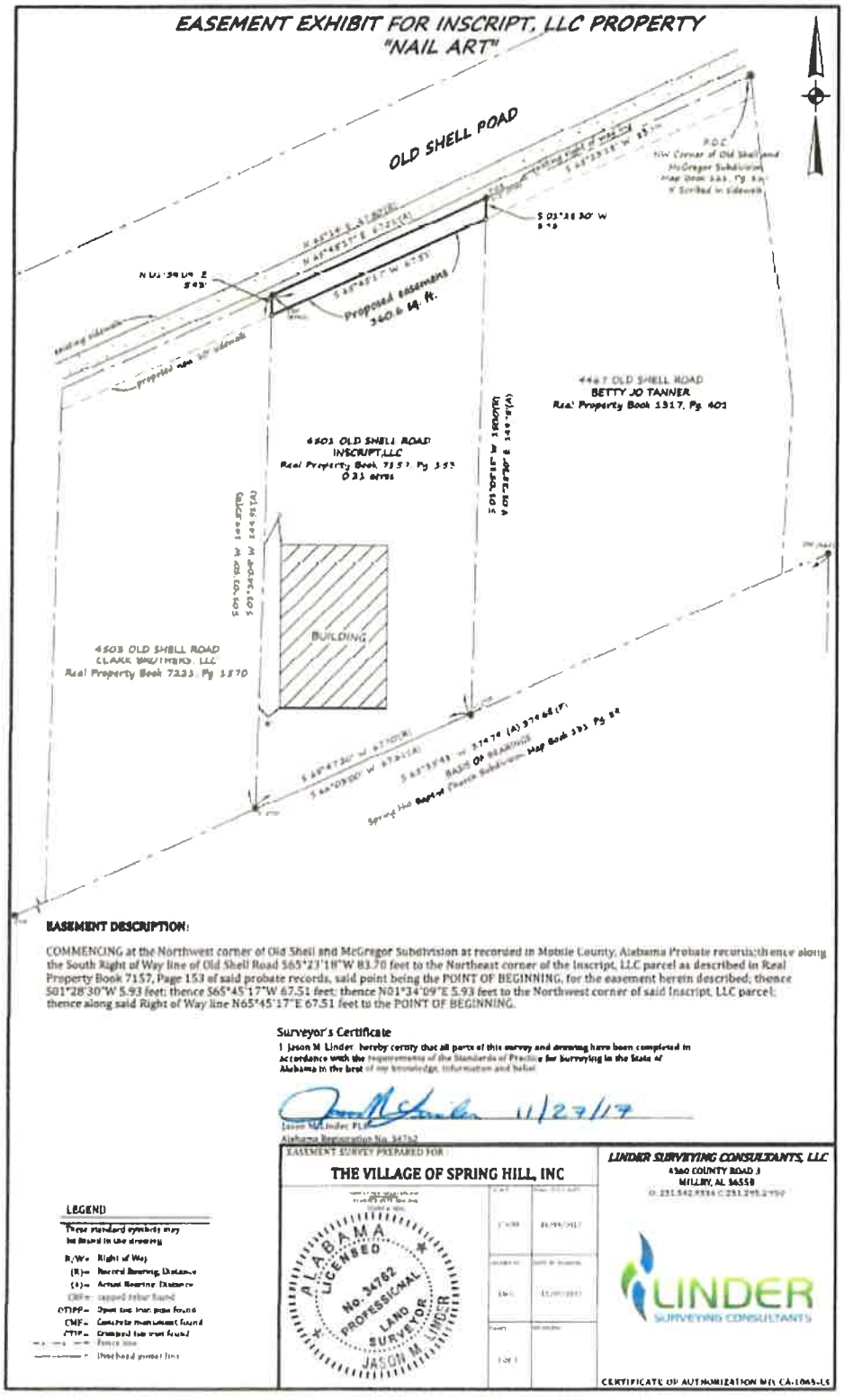
Martin M. Quinney
Notary Public, State of Alabama
My Commission Expires: 3-18-25

Grantor:
INSCRIPT, LLC,
2151 Venetia Rd.
Mobile, AL 36605

Grantee:
City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-1827

"EXHIBIT A"



EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Old Shell and McGregor Subdivision as recorded in Mobile County, Alabama Probate records; thence along the South Right of Way line of Old Shell Road S65°23'18"W 83.70 feet to the Northeast corner of the Inscript, LLC parcel as described in Real Property Book 7157, Page 153 of said probate records, said point being the POINT OF BEGINNING, for the easement herein described; thence S01°28'30"W 5.93 feet; thence S65°45'17"W 67.51 feet; thence N01°34'09"E 5.93 feet to the Northwest corner of said Inscript, LLC parcel; thence along said Right of Way line N65°45'17"E 67.51 feet to the POINT OF BEGINNING.

Surveyor's Certificate

I Jason M. Linder hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for surveying in the State of Alabama to the best of my knowledge, information and belief.

11/27/17

Jason M. Linder PLS
Alabama Registration No. 34762

LEGEND

These standard symbols may be found in the drawing

R/W= Right of Way
(R)= Record Bearing, Distance
(M)= Actual Bearing Distance
CMF= Concrete monument found
OTPP= Open top iron pipe found
CTP= Crimped top iron found
Fence line
Overhead power line

EASEMENT SURVEY PREPARED FOR:

THE VILLAGE OF SPRING HILL, INC

ALABAMA LICENSED No. 34762 PROFESSIONAL LAND SURVEYOR JASON M. LINDER

LINDER SURVEYING CONSULTANTS, LLC
4380 COUNTY ROAD 3
MILLRY, AL 36558
O: 251.542.9334 C: 251.295.2950

LINDER SURVEYING CONSULTANTS

CERTIFICATE OF AUTHORIZATION #LLC CA-1065-LS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Marybeth Bergin, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Authorize Mayor to apply, accept and receive grant from ALDOT for Mobile MPO Carbon Reduction Program Fiscal Year 2022 and 2023 in the amount of $2,500,000.00.

Funding Source

Project # Citywide Signal Upgrades (2023-2060-05) **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $2,000,000 **Matching Funds** $500,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	12/15/2022 - 8:12 AM
Legal	Kern, Chris	Approved	12/15/2022 - 1:21 PM
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:05 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept, and receive a grant from the Alabama Department of Transportation in the amount of $2,500,000.00 in support of the Mobile Metropolitan Planning Organization Carbon Reduction Program for Fiscal Year 2022 and 2023.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Transportation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 20% matching funds in the amount of $500,000.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Nedgie Renee Jean Wood

Amount of Contract:

n/a

Effective Date of Contract:

12/20/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Wood

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 - Wood	Resolution Letter	12/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/12/2022 - 2:38 PM
			12/12/2022 -

Legal	Kern, Chris	Approved	3:06 PM
Mayors Office	Montgomery, Brandi	Approved	12/15/2022 - 3:12 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Nedgie Renee Jean Wood, 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\D005\P005\00112411.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Margaret Pappas, Deputy Director of Planning and Zoning

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	12/28/2022
Proposed Ordinance	Ordinance	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	12/28/2022 - 10:52 AM
Legal	Kern, Chris	Approved	12/29/2022 - 12:02 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 3:03 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:02 PM

THE CITY OF MOBILE, ALABAMA

BUILD MOBILE

MEMORANDUM

December 27, 2022

To: **City Council**
City Clerk

From: **Margaret Pappas**

Re: **Fees - Proposed Ordinance to Amend Chapter 2 of the Mobile City Code**

The ability to charge fees for processing Planning Commission and Board of Adjustment applications is currently established in the existing Zoning Ordinance, primarily in Section 64-8.B.5.

With the adoption of the Unified Development Code (UDC), the Zoning Ordinance was modified so that fees could be placed in Chapter 2 of the City Code.

The purpose of the draft Ordinance is to establish fees for Planning Commission and Board of Zoning Adjustment applications; modernizing the fee structure to be comparable with other jurisdictions in the state. Detailed information regarding the application fees is attached to this memo.

This Ordinance is necessary to assess fees for Planning Commission and Board of Zoning Adjustment applications once the UDC becomes effective.

ATTACHMENT

FEE ORDINANCE

HISTORY

The existing fee structure was implemented in 1967 with the currently effective Zoning Ordinance. Since 1967, only minimal fee increases have been made; a $50.00 increase for Planned Unit Developments and Planning Approval applications, and a $75.00 increase for Rezoning applications. Residential Board of Zoning Adjustment have increased $75.00 and Commercial applications have increased $125.00
The current Subdivision Regulations went into effect in March 1962 with a Final Plat fee only which was $3.00 per lot, or for unique layouts--$10.00 per acre. The current submission fee of $50.00 was enacted in 1988 plus $5.00 per lot for the first 10 lots, and then $3.00 per lot thereafter. The current fees were increased to $10.00 per lot for the first 10 lots, and then $5.00 per lot thereafter in 1999.

COST OF PROCESSING

The Planning staff conducted an analysis computing the average cost to process an application, the results of which are on the following page. It is important to emphasize that the analysis provides an average cost associated with the Planning Staff only and does NOT account for costs input from Legal, Traffic Engineering, Urban Forestry and the Fire Department. All of these entities have input into each application, and when the Unified Development Code becomes effective, there will be additional applications reviewed and processed by the City Council via the City Clerk's office. Again, this additional cost is NOT factored into the estimate.

	Time spent on Planning Commission or Board of Adjustment applications, per app - in hours	Cost	Duties
Secretary	2.5		Prepares notification and decision letters, prepares files, fields calls, attends meeting, prepares minutes
Planner 1	1.5		Takes application in, pulls files, prepares and distributes agenda
Planner 2	3		Prepares staff reports, does additional research, reviews GIS maps, answers public inquiries
GIS Analyst 1	1.5		Prepares maps, goes to site, checks for map errors
Principal Planner	1.5		Reviews agenda, reviews staff report, attends meeting, reviews minutes, reviews letters
Deputy Director	0.75		Reviews reports, attends meeting, reviews minutes
	10.75	**$413.76**	

This is an ESTIMATE of the "true" minimum cost to Planning of an application in terms of staff time, taking into account overhead and benefits.

The estimate does NOT include review time by:

1. **Legal**
2. **Traffic Engineering**
3. **Engineering**
4. **Urban Forestry**
5. **Fire**

COMPARISIONS

Below are comparisons to other Alabama cities, and the fees that they charge for the various type of Planning Commission and Board of Zoning Adjustment applications. The charts illustrate Mobile's existing fees in pink, and the proposed fees in green. The fees for other jurisdictions that are equal or exceed Mobile's proposed fees are also shown in green.

The proposed fees for Planning Commission applications will put us in line with Huntsville, Foley, and Daphne and as proposed, are still below the fees charged by other jurisdictions such as Birmingham, Satsuma, Fairhope and Madison. Proposed fees for subdivision applications will still be less than the fees charged by Daphne, Satsuma, Madison and Fairhope.

Fees for Board of Adjustment applications distinguish between residential or commercial use. The proposed fees for commercial related uses are in line with Birmingham, Fairhope and Gulf Shores; the fees for associated residential applications are less than Bay Minette, Gulf Shores, Daphne and Madison.

		VARIANCES	
		Residential	Commercial
Mobile	Existing	$ 100	$ 200
	Proposed	$ 250	$ 500
Other Cities			
	Huntsville	$ 25	$ 25
	Montgomery	$ 25	$ 100
	Dothan	$ 35	$ 35
	Tuscaloosa	$ 50	$ 200
	Decatur	$ 50	$ 50
	Spanish Fort	$ 50	$ 50
	Hoover	$ 75	$ 75
	Auburn	$ 75	$ 75
	Birmingham	$ 100	$ 500
	Mobile	**$ 100**	**$ 200**
	Fairhope	$ 100	$ 500
	Orange Beach	$ 100	$ 100
	Robertsdale	$ 100	$ 100
	Foley	$ 150	$ 150
	Saraland	$ 150	$ 150
	Satsuma	$ 150	$ 150
	Bay Minette	$ 250	$ 250
	Gulf Shores	$ 300	$ 500
	Daphne	$ 335	$ 335
	Madison	$ 350	$ 350

		Zoning, PD, CU
Mobile	Existing	$ 100
	Proposed	$ 500
Other Cities		
	Mobile	**$ 100**
	Hoover	$ 100
	Dothan	$ 100
	Robertsdale	$ 100
	Auburn	$ 125
	Montgomery	$ 200
	Orange Beach	$ 250
	Spanish Fort	$ 250
	Tuscaloosa	$ 300
	Saraland	$ 300
	Bay Minette	$ 300
	Decatur	$ 300
	Huntsville	$ 500
	Foley	$ 500
	Daphne	$ 500
	Birmingham	$ 750
	Satsuma	$ 750
	Gulf Shores	$ 1,000
	Fairhope	$ 1,000
	Madison	$ 1,500

		SUBDIVISIONS		
		Minor	Standard Base +	per lot
Mobile	Existing	$ -	$ 50	$ 10
	Proposed	$ 250	$ 500	$ 30
Other Cities				
	Mobile		**$ 50**	**$ 10**
	Hoover		$ 50	
	Tuscaloosa		$ 50	$ 10
	Huntsville	$ 50	$ 100	$ 5
	Birmingham		$ 100	
	Auburn		$ 125	$ 5
	Chickasaw		$ 150	$ 5
	Dothan	$ 100	$ 200	
	Robertsdale		$ 250	$ 30
	Montgomery		$ 250	$ 4
	Saraland		$ 300	$ 20
	Foley	$ 250	$ 400	$ 50
	Orange Beach	$ 250	$ 450	$ 9
	Daphne		$ 585	$ 40
	Satsuma		$ 600	$ 30
	Bay Minette		$ 650	$ 10
	Spanish Fort	$ 250	$ 700	$ 50
	Madison		$ 1,250	
	Gulf Shores	$ 300	$ 1,300	$ 75
	Fairhope	$ 1,000	$ 2,000	$ 150

CONCLUSIONS

The current fee scheduled is woefully inadequate and has been in place for well over 20 years. Many fees such as Rezonings, Planning Approvals and residential variances have only increased by $50.00 to $75.00 over the course of 55+ years. Currently, the City's Planning Commission and Board of Zoning Adjustment fees do not cover half the cost of processing, and are well below most of our peer and neighboring cities. The proposed fees are well within the same range of other cities in the area and state, and will help offset a portion, although not all, of the cost of processing.

AN ORDINANCE TO ESTABLISH FILING FEES FOR LAND USE, ZONING, SUBDIVISION, AND BOARD OF ADJUSTMENT SUBMISSIONS

Sponsored by Mayor Stimpson.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That Chapter 2 of the Mobile City Code be, and the same hereby is, amended to add the following as Article IV:

ARTICLE IV

FEES FOR LAND USE, ZONING, SUBDIVISON, AND BOARD OF ADJUSTMENT SUBMISSIONS

Sec. 2-100. Planning Commission Applications. In addition to payment of the costs for mailing and publishing required notifications, Applications to the Planning Commission shall be accompanied by the payment of a fee according to the following schedule:

1. Application for Rezoning of Property ……	$500.00
2. Application for Planned Development …….	$500.00
3. Application for Conditional Use Permit ..…….	$500.00
4. Application for Conditional Use Permit for above-ground oil storage tank ……	$1,500.00 per tank
5. Application for Conditional Use Permit For hazardous substance storage tank ……..	$1,500.00 per tank
6. Application for Modification of Previously Approved Planning Approvals or Planned Unit Developments ……	$500.00

7. Application for Text Amendments …….. $500.00

8. Application for Amendment of Regulating Plan ……. $500.00

9. Application for Approval of Minor Subdivision …… $250.00

10. Application for Subdivision Approval …….. $500.00 base fee plus $30.00 per lot

11. Application for Extension of Time made to the Planning Commission …… $100.00

Sec. 2-101. Board of Adjustment Applications and Appeals. In addition to payment of the costs for mailing and publishing required notifications, Applications and Appeals to the Board of Adjustment shall be accompanied by the payment of a fee according to the following schedule:

1. Application for Special Exception ……..... $500.00

2. Application for Variance (residentially utilized property) ……. $250.00

3. Application for Variance (non-residential use or development) ……. $500.00

4. Appeal of Administrative Zoning Decisions (residentially utilized property) ……. $250.00

5. Appeal of Administrative Zoning Decisions (non-residential use or development) …… $500.00

6. Application for Extension of Time made to the Board of Adjustment ……. $100.00

Sec. 2-102. Signs and Digital or Electronic Billboards. Applications for sign permits shall be accompanied by the payment of a fee according to the following schedule:

1. Digital or Electronic Billboards: $250.00 per structure, in addition to, and not in lieu of, any other fees, permits, or licenses required.

2. Permit fees. The following fees shall be payable prior to the issuance of a sign permit based upon the square footage of total copy size of each permanent sign as follows:

   (a). Nonilluminated Signs: $0.50 per square foot, but no less than $10.00 per sign.

   (b) Illuminated Signs: $1.00 per square foot, but no less than $25.00 per sign.

   (c) Banners: $20.00

   (d) Sandwich Boards: $25.00

3. Inventory Fee: There shall be a one-time inventory fee for each sign, except for Banners and Sandwich Boards, in the amount of $15.00.

4. Reinspection Fee: There shall be a $50.00 fee per reinspection necessary for any sign not found in compliance with the terms of the Unified Development Code or other applicable codes.

SECTION TWO: This Ordinance, and the fee schedules set herein, shall take effect after publication as required by law on the date that the Uniform Development Code becomes effective.

ADOPTED:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Margaret Pappas, Deputy Director of Planning and Zoning

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	12/28/2022
Proposed Ordinance	Ordinance	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	12/28/2022 - 11:04 AM
Legal	Kern, Chris	Approved	12/29/2022 - 12:01 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 3:03 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:03 PM

THE CITY OF MOBILE, ALABAMA

BUILD MOBILE

MEMORANDUM

December 27, 2022

To: **City Council**
City Clerk

From: **Margaret Pappas**

Re: **Board of Adjustment: Proposed Ordinance to Amend Chapter 9 of the Mobile City Code**

The Board of Adjustment is currently established through the existing Zoning Ordinance, Section 64-8.B.6., in accordance with the Code of Alabama, Section 11-52-80.

With the adoption of the Unified Development Code (UDC), the Zoning Ordinance was modified to remove establishment clauses for both the Planning Commission and the Board of Adjustment, as the regulatory language necessary to establish each entity is more appropriately located in other sections of the City Code. The Planning Commission is established in Chapter 44 of the City Code.

The purpose of the attached draft Ordinance is to add a new article to Chapter 9 of the City Code, establishing the Board of Adjustment and the associated criteria for membership, procedures, powers duties and appeals. This Ordinance is necessary to maintain the continued operation of the Board once the UDC becomes effective.

AN ORDINANCE TO AMEND CHAPTER 9 OF THE MOBILE CITY CODE TO ADD A NEW ARTICLE ENTITLED "BOARD OF ADJUSTMENT"

Sponsored by Mayor Stimpson and _____

BE IT ORDAINED by the City Council of the City of Mobile that Chapter 9 of the Mobile City Code is hereby amended to add a new Article III entitled "Board of Adjustment" as follows:

ARTICLE III. - BOARD OF ADJUSTMENT

SECTION ONE. **Establishment and Continuance**

A Board of Adjustment (hereinafter referred to as the "Board") having been previously established by Ordinances adopted in accordance with Section 11-52-80 of the Code of Alabama, the Board is hereby continued in existence. Members currently serving on the Board shall serve out their current terms and are eligible for reappointment.

SECTION TWO. **Membership**

1. **Regular Members**. The Board shall consist of seven regular members, each to be appointed by the City Council for a term of three years. All regular members are eligible for reappointment.

2. **Supernumerary Members**. In addition to the seven regular members of the Board, the City Council will also appoint two supernumerary members to serve on the Board at the call of the Board's chairman only in the absence of regular members and while so serving shall have and exercise the power and authority of regular members. Supernumerary members shall be appointed to serve for three-year terms and are eligible for reappointment.

3. **Qualifications**. All members of the Board, including supernumerary members, shall be bona fide residents and qualified electors of the City of Mobile.

4. Board members shall receive no compensation for service.

5. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.

6. Appointed members, including supernumerary members, may be removed by the City Council for cause upon written charges and after public hearing.

SECTION THREE. **Rules of Procedure**

1. The Board shall adopt rules of procedure that are consistent with the requirements of section 11-52-80 of the Code of Alabama, this Ordinance, and the procedures set forth in Article 5 of the Unified Development Code. The rules adopted by the Board will be published on the City's website.

2. Meetings of the Board shall be held at the call of the chairman, or in his or her absence the acting chairman, and at such other times as the Board may determine; provided, however, that the Board shall meet regularly once a month on a day determined by the Board.

3. All meetings of the Board shall be open to the public.

4. The chairman, or in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses.

5. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examination and of other official actions all of which shall immediately be filed in the office of the Board and the office of the Director of the City's Planning Department, and shall be a public record.

SECTION FOUR. **Officers**

The Board shall elect from its regular members a chairman, a vice-chairman, a secretary, and such other officers as the Board deems necessary and appropriate.

SECTION FIVE. **Powers and Duties**

1. The Board shall have the following powers:

A. **Administrative Appeals**. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Title 11, Chapter 52, Article 4 of the Code of Alabama or the Unified Development Code, Chapter 64 of the City Code.

(a) Appeals to the Board may be taken by any person aggrieved or by any officer, department, or board of the City affected by any decision of the administrative officer. Such appeal shall be initiated and heard by the Board in accordance with the requirements and procedures set forth in section 64-5-9 of the Unified Development Code and the Board's rules of procedure.

(b) In exercising its powers of administrative review, the Board may reverse, affirm, or modify the order, requirement, decision, or determination appealed from and may enter the appropriate order, requirement, decision, or determination and, to that end, shall have all the powers of the officer from whom the appeal is taken.

(c) An appeal stays all proceedings in furtherance of the action appealed from unless the officer from whom the appeal is taken certifies to the Board after the notice of appeal shall have been filed with him that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property. Such proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

2. **Special Exceptions**. To hear and decide requests for special exceptions expressly allowed by the Unified Development Code, subject to the approval criteria, conditions, and requirements therein contained.

(a) A request for special exception shall be initiated and heard by the Board in accordance with the requirements and procedures set forth in section 64-5-11 of the Unified Development Code and the Board's rules of procedure.

(b) A request for special exception shall be subject to the approval criteria, conditions, and requirements set forth in the Unified Development Code.

3. **Variances**. To authorize upon appeal in specific cases such variance from the terms of the Unified Development Code as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the Code will result in unnecessary hardship and so that the spirit of the ordinance shall be observed and substantial justice done.

(a) A variance request shall be initiated and heard by the Board in accordance with the requirements and procedures set forth in section 64-5-10 of the Unified Development Code and the Board's rules of procedure.

(b) A variance request shall be subject to the approval criteria, conditions, and requirements set forth in the Unified Development Code.

(c) No variance shall be authorized:

(1) In order to relieve an owner of a lot of restrictive covenants applicable to said lot which are recorded in the probate court;

(2) Where economic loss is the sole basis for the requested variance; or

(3) Where the variance is otherwise unlawful.

(d) In granting any variance, the Board may impose conditions and safeguards reasonable and necessary to bring the project or site into compliance with the standards set forth in the Unified Development Code.

4. **Decision**.

(a) In exercising its powers, the Board may, in conformity with the provisions of Title 11, Chapter 52, Article 4 of the Code of Alabama and the approval criteria, conditions, and requirements of the Unified Development Code, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made and, to that end shall have all the powers of the officer from the appeal is taken.

(b) The concurring vote of five members of the Board shall be necessary to reverse any order, requirement, decision, or determination of an administrative official or to decide in favor of the applicant on a matter upon which the Board is required to pass or to authorize any variance.

SECTION SIX. **Appeals**

(a) In accordance with Code of Alabama section 11-52-81, any party aggrieved by any final judgment or decision of the Board may within 15 days thereafter appeal therefrom to the circuit court by filing with the Board a written notice of appeal specifying the judgment or decision from which the appeal is taken.

(b) In case of such appeal the Board shall cause a transcript of the proceedings in the action to be certified to the court to which the appeal is taken, and the action in such court shall be tried de novo.

SECTION SEVEN. **Ordinance Intended to be Supplemental**

The provisions of this Ordinance are supplemental and intended to continue the Board in existence with all the powers and authority that it has previously exercised. This Ordinance shall not be construed to repeal any other ordinance or law except to the extent of any conflict.

SECTION EIGHT. **Effective Date**

This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4.

APPROVED:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

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	12/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 1:17 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **29th** day of **November, 2022,** have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **29th** day of **November 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1637** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-1038 **2022**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1637** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **3rd day of January 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: NOV 2 9 2022

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 21, 2022**

SUBJECT: WEED LIEN GROUP **1637**

Attached, please find Assessment Lists for Weed Lien Group Number **1637** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 11/29/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/3/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 12/1/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 12/15/2022

LEGAL NOTICE ADS: 12/21/2022-12/28/2022

POSTING DATE: 12/27/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1637	Res. No.
11/29/2022	LOTS TO BE DECLARED	58-
1/3/2023	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	2356 Hathcox St	22497	22505		1	
2	2353 Hart Ave	22496	22506		1	
3	1414 Persimmon St	29960	22507		2	
4	808 S. Washington Ave	21817	22508		3	
5	1070 Cottrell St	29670	22509		3	
6	757 Farnell St	30316	22510		5	
7	854 Marine St	29136	22511		3	
8	7106 Tenth St	22117	22512		7	
9	1201 Baltimore St	29631	22513		3	
10	1055 Marine St	21326	22514		3	
11	1632 Prairie Ave	29982	22515		3	
12	1004 Alba St	29720	22516		3	
13	612 Crawford Lane	10553	22517		2	
14	2308 Bullen St	22495	22524		1	
15	1154 Ghent St	29972	22518		2	
16	0 St Michael St	28362	22519		2	
	Par No. (29 06 40 0 010 008.XXX)					
17	1212 Barker Dr E	30424	22520		7	
18	258 Siena Vista St	13368	22521		1	
19	3116 Clubhouse Rd	29147	22522		3	
20	2763 Riverside Dr	21857	22523		3	
				$ -		

District total for this group		Numbers of lots cut	
1	4	1	
2	4	2	
3	9	3	
4	0	4	
5	1	5	
6	0	6	
7	2	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Marchetta Jante 11/22/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

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	12/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2022 - 1:18 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **4** described in the resolution adopted on the **29th** day of **November, 2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **4**, as described in the resolution adopted on the **29th** day of **November 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1638** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-1039 **2022**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1638** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **3rd day of January 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: NOV 29 2022

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **November 23, 2022**

SUBJECT: Weed Lien Group **1638**

Attached, please find Assessment Lists for Weed Lien Group Number **1638** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 11/29/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 01/03/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at (251) 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISIANCE PHOTOS (DATED): 12/1/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 12/15/2022

LEGAL NOTICE ADS: 12/21/2022-12/28/2022

POSTING DATE: 12/27/2022

	WEED LIEN	
	Group 1638 Woodlawn	Res. No.
11/29/2022	LOTS TO BE DECLARED	58-
1/3/2023	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	Case #	Amount Assessed	Dis	N/A CBO
1	1040 Dauphin Island Parkway	22481	22555		3	
2	2102 Woodlawn Dr S	22494	22556		3	
3	2056 Woodlawn Dr S	22487	22557		3	
4	1050 Woodlawn Dr W	22482	22558		3	

District total for this group Total $ -

1	0
2	0
3	4
4	0
5	0
6	0
7	0

Numbers of lots cut

0

*ADD Added in from other Groups
*CBO Cut By Owner
out by Inspector

11/23/22

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH SCHOLARSHIP FUNDING FOR THE MISS JUNETEENTH SCHOLARSHIP PAGEAMTRY PROGRAM ON JUNE 16-18, 2023

Amount of Contract:
$619.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2022 - 1:34 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$619.00** to The Maynard 4 Foundation, from his discretionary funds*; and

WHEREAS, *The Maynard 4 Foundation,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The Maynard 4 Foundation, will be used to assist with scholarship funding for the Miss Juneteeth scholarship pageantry program on June 16-18, 2023*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$619.00** to The Maynard 4 Foundation for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE OVERAGE OF THE DISTRICT 3 HOLDAY CELEBRATION AT MARYVALE ELEMENTARY SCHOOL ON DECEMBER 13, 2022

Amount of Contract:
$2,618.75

Funding Source

Project # DSC-03 / 10041020-42140	**Discretionary Funds** DSC-03
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2022 - 1:01 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wishes to appropriate **$2,618.75** to CC's Classic Catering, LLC, from his discretionary funds*; and

WHEREAS, *CC's Classic Catering, LLC,* is an Alabama domestic company 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 *CC's Classic Catering, will be used to assist with the overage of the District 3 holiday celebration at Maryvale Elementary School on December 13, 2022*, 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 **$2,618.75** to CC's Classic Catering, LLC, 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:1/3/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE FOX 10 PLAYGROUND PROJECT AT THE NEW DEARBORN YMCA

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2022 - 1:11 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,000.00** to The United Way of Southwest Alabama, Inc., from his discretionary funds*; and

WHEREAS, *The United Way of Southwest Alabama, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The United Way of Southwest Alabama, Inc., will be used to support their 2022 Annual Community Campaign by assisting the City of Mobile residents with their health and human service needs*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to The United Way of Southwest Alabama, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:
FUNDS WILL BE USED TO SUPPORT THEIR HUNGER RELIEF EFFORTS

Amount of Contract:
$5,000.00

Funding Source

Project # DSC-05 / 10041020-42080	**Discretionary Funds** DSC-05
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2022 - 1:06 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **$5,000.00** to Feeding the Gulf Coast, from his discretionary funds*; and

WHEREAS, *Feeding the Gulf Coast,* 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 *Feeding the Gulf Coast will be used to support their hunger relief efforts*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to Feeding the Gulf Coast 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:1/3/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
Councilmember Gina Gregory

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE FOOD PANTRY AND SOUP KITCHEN

Amount of Contract:
$250.00

Funding Source

Project # DSC-07 - 10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2022 - 1:18 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$250.00** to Azalea City CDC, Inc. (Azalea City Community Development Corporation, Inc.) from her discretionary funds*; and

WHEREAS, *Azalea City CDC, Inc. (Azalea City Community Development Corporation, 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 *Azalea City CDC, Inc. (Azalea City Community Development Corporation, Inc.) will be used to assist with the food pantry and soup kitchen,* 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 **$250.00** to Azalea City CDC, Inc. (Azalea City Community Development Corporation, 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:1/3/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCLMEMBER GINA GREGORY

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE BUFFET OVERAGE OF THE DISTRICT 7 CHRISTMAS CELEBRATION AT MOBILE MUSEUM OF ART ON DECEMBER 5, 2022

Amount of Contract:
$1,047.50

Funding Source

Project # DSC-07 - 10041020-42140	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	12/29/2022 - 12:46 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$1,047.50** to CC's Classic Catering, LLC, from her discretionary funds*; and

WHEREAS, *CC's Classic Catering, LLC,* is an Alabama domestic company 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 *CC's Classic Catering, will be used to assist with the buffet dinner overage of the District 7 Christmas celebration at Mobile Museum of Art on December 5, 2022*, 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 **$1,047.50** to CC's Classic Catering, LLC, 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:1/3/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize Mayor's TEFRA Certification letter for Alabama School of Math & Science and approve Director appointments to the ASMS PEBA board

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	12/28/2022
Approval Letter	Backup Material	12/28/2022
Approving Directors Resolution	Backup Material	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	12/29/2022 - 12:49 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:49 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:49 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, 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 Certificate of Mayor Approval and Resolution for Appointment of Directors to the Alabama School of Math and Science, and to perform all acts necessary in connection therein, attached hereto and made a part hereof as though set forth in full. A copy of said documents are on file in the office of the City Clerk.

Adopted:

_____

City Clerk

CERTIFICATE OF MAYOR OF THE CITY OF MOBILE, ALABAMA

To: ASMS Public Educational Building Authority of Mobile
Maynard, Cooper & Gale, P.C., as Bond Counsel

Date: January 3, 2023

Re: Revenue Loan Certificate Series 2023 of ASMS Public Educational Building Authority of Mobile

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The undersigned Mayor of the City of Mobile, Alabama, certifies and represents to and for the benefit of the above-named persons to whom this Certificate is addressed and delivered as follows:

1. The undersigned is the duly elected, qualified and acting chief elected executive officer of the City of Mobile, Alabama (the "City") popularly elected at large by the voters of the City.

2. The undersigned has been advised in writing by ASMS Public Educational Building Authority of Mobile (the "Authority ") that:

(a) the Authority proposes to: (i) issue the above Revenue Loan Certificate, Series 2023 (the "Loan Certificate") in the maximum stated principal amount of $8,000,000 and (ii) advance the principal of the Loan Certificate to The Alabama High School of Mathematics and Science Foundation, an Alabama nonprofit corporation (the "Foundation"), for use by the Foundation to pay the costs of capital improvements consisting of an academic building of approximately 32,000 square feet (the "Project") for ownership by the Foundation and located on the main campus of the School at 1255 Dauphin Street within the corporate limits of the City; and

(b) the Foundation will lease the Project to the School for use by the School, as the sole beneficial and principal user thereof, for instruction and research in the natural sciences; and

(c) the Foundation shall, for the account of the Authority, make payments at such times and in such amounts as shall provide for the payment of the principal of and interest on the Loan Certificate in full when due; and

(d) the issuance of the Loan Certificate will not constitute or create a pecuniary obligation (whether direct, indirect, or contingent), or charge against the assets, credit, or funds, of the City, Mobile County, Alabama, the State of Alabama, or any other political subdivision or taxing authority of the State of Alabama. The public hearing will provide an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issue of the Loan Certificate and with respect to the Project; and

(e) the Authority has conducted a public hearing concerning the issuance of the Loan Certificate and with respect to the location and nature of the Project, at the date, time and place set forth in the public notice of such hearing published in *The Mobile Press Register* on December 28, 2022 and attached hereto as Appendix A and incorporated herein and made a part hereof by this reference thereto; and

(f) the public hearing provided an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issue of the Loan Certificate and with respect to the Project; and

(g) no person appeared at the hearing, or delivered any written document, expressing any view on the proposed issuance of the Loan Certificate or with respect to the Project.

3. On behalf of the City of Mobile, Alabama, I hereby approve, and consent to, the financing of the Project by the Authority by the issuance of the Loan Certificate and to the location and nature of the Project, in accordance with the foregoing proposals of the Authority.

4. This Certificate, and the within consent and approval of the Mayor to the issuance of the Loan Certificate by the Authority, is delivered to the above named persons for their reliance hereon pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R. Section 1.147(f)-1, and this consent to and approval of the issuance of the Loan Certificate, and the use of the proceeds thereof, should not be construed as expressing any view whatsoever as to the feasibility of the financing. Such consent and approval has no impact on, and does not affect in any manner whatsoever, the borrowing capacity of the City of Mobile and shall never be taken to impose any liability of any kind whatsoever upon the undersigned, the individual members of the Mobile City Council or the City of Mobile, Alabama.

_____

Mayor of the City of Mobile, Alabama

APPENDIX A

RESOLUTION NO. _____

**A Resolution to Approve Directors of, and Actions by,
ASMS Public Educational Building Authority of Mobile**

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

ARTICLE 1

Definitions

For purposes of this Resolution:

Authority means ASMS Public Educational Building Authority of Mobile.

City means the City of Mobile, Alabama.

Council means the governing body of the City.

County means any county of the State.

Enabling Law means Chapter 18 of Title 16 of the Code of Alabama 1975.

Foundation means The Alabama High School of Mathematics and Science Foundation.

Loan Certificate shall have the meaning assigned in Article 2(c)(1).

Project means capital improvements on the main campus of the School consisting of an academic building of approximately 32,000 square feet.

School means The Alabama High School of Mathematics and Science.

State means the State of Alabama.

ARTICLE 2

Findings and Determinations

The Council upon evidence duly presented and considered, has found and determined, and does hereby find, determine and declare, as matters of fact upon which this Resolution is adopted that:

(a) Pursuant to the Enabling Law:

(1) the Council has authorized the formation and incorporation of the Authority, by resolution duly adopted on July 17, 1989, as the determining City therefor; and

(2) the Council elects all of the board of directors, as governing body, of the Authority.

(b) The Authority exists as public corporation of the City.

(c) The Authority has advised the Council that, in furtherance of the public purposes of the incorporation of the Authority by the City, the Authority proposes to finance educational facilities within the jurisdiction thereof pursuant to the Enabling Law as follows:

(1) the Authority proposes to (i) issue a Revenue Loan Certificate, Series 2022 (the "Loan Certificate"), pursuant to the Enabling Law in the maximum stated principal amount of $8,000,000 and (ii) advance the principal of the Loan Certificate to the Foundation for use by the Foundation to pay the costs of the Project; and

(2) the Project will be located on the main campus of the School at 1255 Dauphin Street within the corporate limits of the City; and

(3) the Foundation will own title to the Project and lease the Project to the School for exclusive use by the School, as the sole beneficial and principal user thereof, for instruction and research in the natural sciences; and

(4) the Foundation shall, for the account of the Authority, make payments from the funds of the Foundation, at such times and in such amounts as shall provide for the payment of the principal of and interest on the Loan Certificate in full when due; and

(5) the issuance of the Loan Certificate will not constitute or create a pecuniary obligation (whether direct, indirect, or contingent), or charge against the assets, credit, or funds of, the City, Mobile County, Alabama, the State of Alabama, or any other political subdivision or taxing authority of the State of Alabama.

(d) The Authority has requested the Council, to enable the Authority to complete the above transactions in furtherance of the public purposes of the incorporation of the Authority, to adopt a resolution, and the Council has determined it is in the best public interests of the taxpayers and citizens of the City that the Council adopt a resolution, for the benefit of the Authority whereby the Council:

(1) makes, ratifies and confirms the election of the following persons as members of the board of directors of the Authority, with respect to which persons the Authority has represented to the Council that each of such persons is a qualified elector of, and owner of real property in, the City, and none of such persons holds any office of the City, a County or the State:

Gigi Armbrecht

Christienne Gibson

Monde Donaldson

(2) approve, for purposes of the Enabling Law, the conveyance of the Project by the Authority to the Foundation for lease to, and use by, the School, with respect to which the Authority has represented to the Council that such conveyance would not constitute a breach of any outstanding mortgage and deed of trust, trust indenture or other agreement to which the Authority is a party.

ARTICLE 3

Appointment of Directors of the Authority

The Council makes, confirms and ratifies the election of each of the following persons as a director of the Authority for a term beginning on that date which next precedes the date of adoption of this Resolution by 30 days and ending on the date set forth opposite the name thereof below:

Name	Expiration of Term Second Monday of November:
Gigi Armbrecht	2023
Christienne Gibson	2025
Monde Donaldson	2027

ARTICLE 4

Approval of Conveyance of the Project by the Authority to the Foundation

The Council does hereby consent, for purposes of the Enabling Law and based upon the findings and determinations of fact in Article 2, to the conveyance by the Authority of title to the Project to the Foundation solely for lease of the Project by the Foundation to, and the exclusive use of the Project by, the School in furtherance of the public education mission and purpose of the School.

ARTICLE 5

Effectiveness

The Council authorizes this Resolution to become effective immediately without publication and repeals any order, ordinance, or resolution, or part thereof, in conflict or inconsistent with the provisions and purposes of this Resolution, to the extent of such conflict or inconsistency.

CERTIFICATE OF CITY CLERK

_____

_____, 2023

Resolution No. _____

_____

I, the undersigned, do hereby certify that: (i) I am the duly elected, qualified and acting Clerk of the City of Mobile, Alabama (the "City"); ii) as Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf; (iii) the above and foregoing pages constitute a complete, verbatim and compared copy of Resolution No. _____as _____ duly adopted by the governing body of the City at a regular meeting thereof called and held in accordance with law on January 3, 2023, a quorum of the governing body of the City having been present and acting for the entire meeting, and all members of the governing body present having voted in favor of the adoption of Resolution No. _____ ; and (v) Resolution No._____ is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Mobile, Alabama, and have affixed the official seal of the City, on the above date and year.

/s/_____
Clerk of the City of Mobile, Alabama

SEAL

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for furniture for MFRD Training Center portable building.
Capital.

Amount of Contract:

$21,892.63

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221219 Global Agenda Package POs	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:25 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
3321	2023	(1510) FIRE ADMINISTRATION	FURNTIURE FOR FIRE TRAINING CENTER PORTABLE BUILDING (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$21,892.63	(073476) GLOBAL INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #200301.			
	CITY OF MOBILE MEMBER #346561.			
	PROJECT #220346.			
	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.			
001	LECTERN, ANGLED STAND, STORAGE 2	1.00	409.15000	409.15
	FIXED SHELVES, GLB ITEM #Z2444LEC	EACH		
	PER TIPS CONTRACT #200301			
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.49130.			
	E E0040 .UNCLASSIFD. .			409.15
	Ship To			
	FIRE DRILL TOWER			
	860 OWENS STREET			
	MOBILE, AL 36606			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE DRILL TOWER			
	860 OWENS STREET			
	MOBILE, AL 36606			
002	CHAIR FOLD: ROMA, HONEYCOMB BACK,	30.00	388.08000	11642.40

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MEDIUM BACK, FLIP SEATING NESTING CHAIR GLB 1898 PER TIPS CONTRACT #200301. Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			11642.40
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
003	DESKS, SINGLE PEDESTAL, RECTANGULAR TOP DESK, 29.69 X 72 W X 29.5 GLB Z3072F3R PER TIPS CONTRACT 200301 Vendor Item	4.00 EACH	869.75000	3479.00
1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			3479.00

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
004	DESK, LEFT FLUSH RETURN W/NO PEDESTAL, 24 X 48 X 29.5 GLB Z2448EL PER TIPS CONTRACT 200301 Vendor Item	4.00 EACH	325.36000	1301.44
	1 2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			1301.44
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER			

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	860 OWENS STREET MOBILE, AL 36606			
005	DESK, SINGLE PEDESTAL, RECTANGULAR TOP DESK, 29.69 X 72 X 29.5 GLB Z3072F3L PER TIPS CONTRACT 200301 Vendor Item	2.00 EACH	869.75000	1739.50
	1 2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			1739.50
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
006	DESK, RIGHT FLUSH RETURN W/NO PEDESTAL, 24.9 X 48 X 29.5 GLB Z2448ER PER TIPS CONTRACT 200301 Vendor Item	2.00 EACH	325.36000	650.72
	1 2000.80.00.0000.0000.0000.0000.0000.49130.			

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E E0040 .UNCLASSIFD. .			650.72

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606

007	DESK, RECEPTION, BOW FRONT W/2	1.00	1264.69000	1264.69
	GROMMETS, GLB Z3066RDB PER TIPS	EACH		
	CONTRACT 200301			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.49130.			
	E E0040 .UNCLASSIFD. .			1264.69

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
008	DESK, RECEPTION, RIGHT RETURN W/HIGH BACK PANEL 25 X 45.7 X 39. 3 GLB Z2442HRRR PER TIPS CONTRACT 200301 Vendor Item	1.00 EACH	455.70000	455.70
	1 2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			455.70
	Ship To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE DRILL TOWER 860 OWENS STREET MOBILE, AL 36606			
009	STORAGE SHELL, W/2 BOX AND 1 FILE DRAWER, GLB Z15L2BFS PER TIPS CONTRACT 200301 Vendor Item	1.00 EACH	415.03000	415.03

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			415.03

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606

010	FREIGHT	1.00 EACH	535.00000	535.00

Additional Description Notes

ASSEMBLY AND DELIVERY OF GLOBAL ORDER PER TIPS CONTRACT 200301.

OEC TO INSTALL THE DESKS BUT CUSTOMER WILL PLACE ALL OF THE TABLES AND CHAIRS.
Vendor Item
Inventory Item/Loc 14009

1	2000.80.00.0000.0000.0000.0000.0000.49130. E E0040 .UNCLASSIFD. .			535.00

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE DRILL TOWER
860 OWENS STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 21892.63

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

Account			Amount	Remaining Budget
E E0040	.UNCLASSIFD.	.	21892.63	19053.08

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.49130.	21892.63	

CAPITAL IMPROVEMENTS FUND EXP UNCLASSIFIED EXPENDITURES

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

Activity	Date	Clerk	Comment
Approved	12/16/22	JEREMY LAMI	Auto approved by: 910512538
Approved	12/16/22	BARRY GLISSON	Approved Per Chief Lami
Approved	12/16/22	JAMES FRANK	Auto approved by: 910512538

Bill To	Requisition 00003321-00 FY 2023
ACCOUNTS PAYABLE	PO 23002894
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
GLOBAL INDUSTRIES INC	FIRE DRILL TOWER
17 WEST STOW RD	860 OWENS STREET
	MOBILE, AL 36606
MARLTON, NJ 08053	richardsonv@cityofmobile.org
Tel#856-596-3390	Delivery Reference
Fax 856-552-1069	VICTORIA RICHARDSON
	Deliver To
	FIRE DRILL TOWER
	860 OWENS STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	073476				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/16/22	BRENDA RHODES			
	Approved	12/16/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	12/16/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	12/16/22	DONALD ROSE		Auto approved by: 9105fola	
	Approved	12/16/22	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	12/16/22	KAREN NAMAN		Auto approved by: 9105fola	
	Approved	12/16/22	JOHN PAINE		Auto approved by: 9105fola	
	Approved	12/16/22	MICHAEL SPAFFORD		Auto approved by: 9105fola	
	Approved	12/16/22	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

The Interlocal Purchasing System

Purchasing Made Personal

Printed 15 December 2022

www.globalfurnituregroup.com

Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS 17 West Stow Road
CITY Marlton
STATE NJ
ZIP 08053

TIPS CONTACT

NAME Charlie Martin
PHONE (866) 839-8477
FAX (866) 839-8472
EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

* Global Industries, Inc. (DBA's: Global, Global Furniture Group, Evolve Furniture Group, Offices To Go) Global Industries, Inc., a part of the Global Furniture Group (“Global”), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Sansom Equipment Co Inc for 6 Ramer-Miles 18ft dump trailers for Trash Department.
General fund.

Amount of Contract:

$297,774.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221219 Sansom Agenda Package POs	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
884, 3239	2023	(F7000) MOTOR POOL	6 RAMER-MILES 18FT DUMP TRAILERS FOR TRASH DEPARTMENT (SEALED BID 5740)	$297,774.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000884-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	10/18/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRASH TRAILER AS SPECIFIED: 2022 OR NEWER 18' TRASH TRAILER. VENDOR TO PROVIDE MILES TRAILERS BY RAMER TRASH DUMP TRAILER 18 FOOT.	4.00 EACH	49629.00000	198516.00

Additional Description Notes

2022 OR NEWER 18' TRASH TRAILER. REQUESTED BY PUBLIC SERVICE 2090 TRASH AND GARBAGE.

The Above Line Item Is Required By: 09/13/22

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0059 .CAPEQUIPMT. . 198516.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 198516.00

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

Bill To	Requisition 00000884-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	10/18/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E E0059 .CAPEQUIPMT. .		198516.00	15684.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	198516.00	3885127.89

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	10/19/22	BRENDA RHODES	
Approved	10/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/14/22	BRENDA RHODES	
Approved	12/14/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/14/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	12/08/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/08/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/08/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/08/22	JOHN PAINE	
Approved	12/08/22	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	12/19/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/19/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/19/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/19/22	JOHN PAINE	
Approved	12/19/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00000884-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	10/18/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003239-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	12/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRASH TRAILER AS SPECIFIED: 2023 18' TRASH TRAILER. VENDOR TO PROVIDE MILES 18 FOOT TRAILER BY RAMER AS PER MU BID #5740 AND YOUR QUOTE	2.00 EACH	49629.00000	99258.00

Additional Description Notes

2023 18' TRASH TRAILER. REQUESTED BY 2090-SANITATION.

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E E0154 .VEHICLEEXP. . 99258.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 99258.00

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

Account	Amount	Remaining Budget
E E0154 .VEHICLEEXP. .	99258.00	806079.00

Bill To	Requisition 00003239-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/22	190715	12/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.0000.47120.		99258.00	3885127.89
	CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
Approved	12/15/22	KINA ANDREWS	Auto approved by: 910518527
Approved	12/15/22	JAMES DELAPP	
Approved	12/15/22	MARC VASSALLO	Auto approved by: 910518527
Approved	12/15/22	BRENDA RHODES	
Approved	12/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/19/22	DONALD ROSE	Auto approved by: 9105paij
Approved	12/19/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/19/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	12/19/22	JOHN PAINE	
Approved	12/19/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5740
TRASH TRAILERS

SANSOM EQUIPMENT

MILES TRAILER BY RAMER $49,629.00

INGRAM EQUIPMENT

PACMAC TBT 1824 $52,870.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/28/2022	5740	MOTOR POOL	Motor Pool, 745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, November 18, 2022

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.					
	TRASH TRAILERS					
APPX 6-10	Trash Trailers, 18 Ft Length, 22 Cubic Yard Capacity Hydraulic Dump Trailers as per the attached **MINIMUM** Specificiations Make _____ Model _____ Attach Literature & Specifications to your Bid. (Bidder may supply detailed drawings of trailer bid if literature is not available.) The City of Mobile will order **MINIMUM** six (6) units upon award and may buy up to ten (10) units during the one six-month period following the award of this bid. State Warranty: _____ Business License Required, if applicable (See Item #14 on reverse). Include application for title, or certificate of origin in your price per unit. Vendor shall include two (2) sets of parts manuals.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for the six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

These are the MINIMUM specifications for an 18 ft Heavy Duty Trailer to be used in the collection and hauling of bulk trash, limbs, brush, leaves, building materials, etc., or any other materials. Materials, workmanship, design and capacities are being specified for a piece of equipment that will be required to do a certain job.

Current trailers are 18 foot in length with an average body floor height of 34" from the ground at the center line of the wheel of the

	Yes	No
1. Eighteen (18) foot body length.	____	____
2. Main trailer frame to be two (2) fourteen (14) inch wide I-beams, twenty-two (22) pounds per foot with adequate cross members. Cross members to be 4" x 1/4" structural channel 5.4 pounds per foot.	____	____
3. Suspension to have one (1) 22,500-pound capacity axle, with a total axle and spring capacity of 22,500 pounds.	____	____
4. Dual wheels with ten (10) lugs and four (4) tires, size 235/17.5R, 16 ply radials.	____	____
5. Tire size 235/75R17.5	____	____
6. ABS equipped. Trailer must be equipped with anti-lock brakes system as required by Federal Regulation pertaining to Air Brakes.	____	____
7. Body of Trailer to be constructed with five (5) inch structural channel main sills and four (4) inch structural channel cross sills. Cross sills to be placed on 16" centers. Body of floor to be built with seven (7) gauge steel, floor to be formed over and under the ends of cross sills. Body inside width to be 91 inches and overall width not to exceed eight (8) feet.	____	____
8. Body sides to be constructed with 11-gauge sheet metal. Side Stakes to be 11 gauge formed channel placed on 24" centers. Body sides to have 11 gauge formed channel at top of sides. Side stakes to be interconnected and welded to top rail. Side to be continuous welded to floor. Body headboard to be constructed of 11-gauge sheet metal wit 11 gauge formed stakes and 11 gauge formed top rail. Body sides to be 48 inches from from top of floor at front of body increasing to 60 inches from top of floor within eight feet from the front to rear of body.	____	____

9. Body to be equipped with heavy duty barn type doors with positive latch. Hinges to be minimum of 1 1/4" pins, with straps to be no less than 1/2" x 3" flat bar with grease points. ____ ____

Door latching mechanism shall be such that the handle of the latch is no greater than 27 inches from the floor of the trailer and no less than 24 inches from the floor of the trailer ____ ____

To hold the doors open when dumping the Trailer is to be equipped with a chain with a hook 2" inside diameter and a metal ring on the door at the corner of the door upright channel and the channel going across the door. ____ ____

10. Must have three greased hinges per door. ____ ____

11. Body hoist to be equipped with two (2) telescoping hydraulic cylinders. Lifting capacity to be 30,000 pounds, with a minimum of 5-inch O.D. cylinder. Scissor lift not acceptable. ____ ____

12. Trailer to have hydraulic operated jack stand with a minimum of 20-inch stroke. ____ ____

13. Trailer to be equipped with alights to meet all state and federal safety standards. All wiring to be protected with metal tubing. Two taillights (2" x 6") to be mounted in rubber cushions with the rear posts of trailer. Two amber LED flashing lights (2" x 6") weigh seven flash patterns will be mounted in rubber cushions in rear posts at top of of trailer ____ ____

Two 1x3 white LED strobe lights mounted in lower part of rear posts. ____ ____

There shall be an electrical quick disconnect at the frame of the trailer with 6 prongs to fix existing connections used by the City . ____ ____

14. Trailer to be equipped with a two (2) bank hydraulic valve to control hoist and jack leg stand. Jack stand hoist must be able to lift loaded trailer for disconnection or connection to truck. ____ ____

There shall be a spin on hydraulic fluid filter placed in-line between the flexible hydraulic hose to the towing truck and the two (2) bank hydraulic valve. This filter shall be inside between the structural steel channels of the tongue, protected from road debris and debris being

loaded into the trailer. ____ ____

15. Trailer to be equipped with flexible hydraulic hose with quick disconnects and heavy-duty wiring harness with quick disconnect for connection of towing vehicles. Quick disconnects located at hitch point. ____ ____

There shall be mounted on the trailer tongue two (2) tubes for storage of hydraulic hoses when not connected or in use. These tubes shall be 2 inches in diameter, 8 inches long attached to the outside of the trailer tongue. The tubes shall be open on one end and have two (2) bars across the other end to keep the hose connectors from falling through. The tube shall not be sealed to allow water and debris to fall through ____ ____

16. Trailer to have heavy duty tongue with four (4) five (5) inch Structural channel and equipped with safety chains. ____ ____

Trailer tongue shall have a hitch consisting of a drawbar eye or lunette ring for connecting to the Pintle hitch on the towing unit used by the City of Mobile. the drawbar eye or lunette ring shall be fixed with no swivel ____ ____

17. Trailer to be equipped with a 14"x14" basket the width of trailer 12" from the top of trailer to store tarp. The basket will be made of angle iron and expanded metal. The basket sides and bottom shall NOT be made of solid metal. ____ ____

18 Tarp cover tie down points, there shall be 2 rows of steel rods sized to 5/8" diameter with 2 rows of the 5/8" diameter rods per side with the bottom rod 10" from the top of the floor and the upper or top rod 28" from the top of the floor. These rods will run the length of the trailer from the front to the rear. There will be no tarp anchor points on the front or the rear of the trailer ____ ____

19. All metal to be properly cleaned, primed, and painted one standard color. Color is City of Mobile Green., see attached photo. ____ ____

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:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDWCDW Government LLC for 8 Surface Pro tablets with accessories for MPD.
Drug Enf General fund.

Amount of Contract:

$15,279.28

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221220 CDW Agenda Package POs	Cover Memo	12/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:25 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
3326	2023	(1530) POLICE ADMIN SERVICES	8 SURFACE PRO TABLETS AND ACCESSORIES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONRACT)	$15,279.28	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00003326-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PRICE PER SOURCEWELL 081419 CDW TECH CATALOG. The OS MUST BE Windows 10 Pro and NOT 11.			
001	ITEM: Microsoft Surface Pro 8 13 Core i7 1185G7 Evo 16 GB RAM 256 GB S Supplier Part No: 6715351 Manufacturer Part No: EIV-00001 Manufacturer Name: Microsoft Surface Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	8.00 EACH	1657.10000	13256.80
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			13256.80
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: Microsoft Surface Pro Signature Keyboard keyboard	8.00 EACH	228.82000	1830.56

Bill To	Requisition 00003326-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

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

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	with touchpad accele Supplier Part No: 6715449 Manufacturer Part No: 8X8-00001 Manufacturer Name: Microsoft Surface Supplier Quote No: 37171 NIGP: UNSPSC: 43211706			
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			1830.56
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: Lenovo ThinkPad Basic Topload notebook carrying case Supplier Part No: 6296525 Manufacturer Part No: 4X40Y95214 Manufacturer Name: Lenovo Client Accessories Supplier Quote No: 37171 NIGP: UNSPSC: 53121706	8.00 EACH	23.99000	191.92
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			191.92

Bill To	Requisition 00003326-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 15279.28

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	15279.28	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	15279.28	

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	12/20/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	12/20/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	12/20/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/20/22	RANDY THREADGILL	
Approved	12/20/22	DONALD ROSE	Approved by: 9105fola

Bill To	Requisition 00003326-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/22	272932				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/20/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	12/20/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	12/20/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/20/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

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

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

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

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

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis US Inc to provide and install Iteris Vantage video detection equipment for 10 Airport Blvd intersections.
CIP

Amount of Contract:

$371,555.20

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221228 Arcadis Agenda Package POs	Cover Memo	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:49 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
3364	2023	(2060) TRAFFIC ENGINEERING	PROVIDE AND INSTALL ITERIS VANTAGE VIDEO VEHICLE DETECTION EQUIPMENT FOR 10 AIRPORT BLVD INTERSECTIONS FOR TRAFFIC ENGINEERING DEPARTMENT (AL STATE CONTRACT)	$371,555.20	(297773) ARCADIS US INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER STATE OF ALABAMA CONTRACT 999 220000000043 AND YOUR QUOTE			
001	MA LINE 32, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA (MAJOR MATERIALS), COST PLUS ZERO %	40.00 EACH	5826.88000	233075.20
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			233075.20
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	MA LINE 33, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA MOUNT, 40 FT MOUNTING HEIGHT OF LESS,	40.00 EACH	1200.00000	48000.00

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	LABOR & EQUIPMENT			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			48000.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MA LINE 241, ITS EQUIPMENT MAINTENANCE AND TRAFFIC CONTROL, SINGLE LANE CLOSURE STATE NON-INTERSTATE, MATERIALS	40.00 EACH	1800.00000	72000.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			72000.00

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MA LINE 253, ITS EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME, LABOR & EQUIPMENT	112.00 HOUR	165.00000	18480.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0753 .CONSTRUCTN. .			18480.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To			

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 371555.20

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

Account			Amount	Remaining Budget
E C0753	.CONSTRUCTN.	.	371555.20	6989.45

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	371555.20	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	12/16/22	MARYBETH BERGIN	
Approved	12/16/22	JENNIFER WHITE	Auto approved by: 910515265
Approved	12/19/22	BRENDA RHODES	
Approved	12/19/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/19/22	RELYA MALLORY	Auto approved by: 910511034
Approved	12/27/22	DONALD ROSE	Auto approved by: 910518227
Approved	12/27/22	SANDRA LEWIS	
Approved	12/27/22	KAREN NAMAN	Auto approved by: 910518227
Approved	12/27/22	JOHN PAINE	Auto approved by: 910518227
Approved	12/27/22	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	12/27/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00003364-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2023

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.20	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.25	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.30	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.35	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.45	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.55	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.65	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.00	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.45	Linear Foot

Item Name	Product Code		UOM
Fiber Optic Cable, Adder For 1,500 Lf Or Less	2200000000043-999-1-11	2.00	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	2200000000043-999-1-12	2.00	Linear Foot
Fiber Distribution Unit, (Major Materials)	2200000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	2200000000043-999-1-14	850.00	Each
[illegible]			
Rack Mount, Primary	[illegible]		

1 2 3 4 5 6 7 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

TO approve issuance of purchase order to STONS Inc for annual subscription for Monday.com workflow management software for MIT.

General fund.

Amount of Contract:

$65,664.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221228 STONS Agenda Package POs	Cover Memo	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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
3612	2023	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION FOR MONDAY.COM WORKFLOW MANAGEMENT SOFTWARE FOR MIT (GSA CONTRACT)	$65,664.00	(297526) STONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STONS INC	MIT
2035 LINCOLN HIGHWAY	651 CHURCH STREET
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#6468755499	Delivery Reference
	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- please expedite if possible			
001	Monday.com Enterprise seats Y2 Dec 25 22 - Dec 24 2023	20.00 EACH	364.80000	7296.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			7296.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Existing 160 Licenses	160.00 EACH	364.80000	58368.00
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			58368.00

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
STONS INC	MIT
2035 LINCOLN HIGHWAY	651 CHURCH STREET
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#6468755499	Delivery Reference
	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Customer success plan Gold Package	1.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STONS INC	MIT
2035 LINCOLN HIGHWAY	651 CHURCH STREET
SUITE 1010	
	MOBILE, AL 36602
EDISON, NJ 08817	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#6468755499	Delivery Reference
	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	Named Customer Success manager - 6 strategic touchpoints10 consulting hours per year to be provided by Monday.com	1.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 65664.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	65664.00	1623904.78
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00003612-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Released Page 4

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/27/22	297526	12/24/22			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/27/22	MARK PEARSON			
	Approved	12/27/22	SCOTT KEARNEY		Auto approved by: 91053022	
	Queued	12/27/22	DONALD ROSE		Auto approved by: 91053022	
	Queued	12/27/22	SANDRA LEWIS		Auto approved by: 91053022	
	Queued	12/27/22	KAREN NAMAN		Auto approved by: 91053022	
	Queued	12/27/22	JOHN PAINE		Auto approved by: 91053022	
	Queued	12/27/22	MICHAEL SPAFFORD		Auto approved by: 91053022	

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATIONTECHNOLOGYSCHEDULEPRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):
• Ancillary Financial Systems Software
• Application Software
• Communications Software
• Core Financial Mangement Software
• Electronic Commerce (EC) Software
• Large Scale Computers
• Microcomputers
• Operating System Software
• Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
• Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 28, 2016 through December 27, 2021

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR:

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Small





CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL NUMBER	LOWEST PRICED
511210	E06KVLL	$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: $500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor





12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. DUNS NUMBER: 079519700

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The **TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However,** the **TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called “Warranty Start Date”) specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use
for the particula least 60 days must be given in accordance with FAR
12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance Services (SIN 54151)

_____

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
PROMPT PAYMENT DISCOUNT, IF APPLICABLE,SHALL BE SHOWNON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) t

's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall insert the discounted pricing for right-to-copy licenses = None

USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to LCM Motorcars LLC for one 2021 Dodge Charger STX and one 2022 Chevrolet 2500HD crew cab pickup truck for MPD Cyber Division.
General fund.

Amount of Contract:

$105,550.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221228 LCM Agenda Package POs	Cover Memo	12/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
2405, 2420	2023	(1545) POLICE CYBER DIVISION	2021 DODGE CHARGER STX AND 2022 CHEVROLET 2500HD CREW CAB PICKUP TRUCK FOR MPD CYBER DIVISION (SEALED BID 5749)	$105,550.00	(297939) LCM MOTORCARS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002405-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	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
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TO BE BID, BIDS HAND DELIVERED BY REQUESTOR. VEHICLE TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS.			
001	2021 YEAR MODEL OR NEWER FOUR DOOR CAR VENDOR TO PROVIDE 2021 DODGE CHARGER STX AS PER MY BID #5749 AND YOUR BID RESPONSE	1.00 EACH	32870.00000	32870.00
	Additional Description Notes			
	TO BE BID-HAND DELIVERED NO SUBSTITUTIONS P/U ON NOTIFICATION			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			32870.00

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

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

Requisition Link

Requisition Total 32870.00

Bill To	Requisition 00002405-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	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
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E G-DRUG-FED.VEHICLEEXP. .		32870.00	.00
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	4035.30.15.0000.0000.1530.0000.0000.47120.		32870.00	1623904.78
	DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
CCancelled	11/22/22	RANDY THREADGILL	GL Allocation changed
CCancelled	12/28/22	JOHN PAINE	GL Allocation changed
Approved	11/22/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	11/22/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	11/22/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	11/22/22	RANDY THREADGILL	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Queued	12/28/22	TAYLOR HARRIS	Automatic Forward to 9105paij
Queued	12/28/22	NANCY NGUYEN	Automatic Forward to 9105paij
Queued	12/28/22	TRAVIS MARSHALL	Automatic Forward to 9105paij
Queued	12/28/22	RANDY THREADGILL	Automatic Forward to 9105paij
Pending		DONALD ROSE	Automatic Forward to 9105paij
Pending		SANDRA LEWIS	Automatic Forward to 9105paij
Pending		KAREN NAMAN	Automatic Forward to 9105paij
Pending		JOHN PAINE	Automatic Forward to 9105paij
Pending		MICHAEL SPAFFORD	Automatic Forward to 9105paij

Bill To	Requisition 00002405-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	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
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002420-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	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
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TO BE BID, BIDS HAND DELIVERED BY REQUESTOR. VEHICLE TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS			
001	2022 Chevrolet 2500HD Crew Cab with standard bed with LT pkg or better (cloth or leather seats) 606-liter gasoline engine 4WD miles around 5000 VENDOR TO PROVIDE 2022CHEVROLET 2500HD AS PER MY BID #5749 AND YOUR BID RESPONSE	1.00 EACH	72680.00000	72680.00
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			72680.00

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

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

Requisition Link

Requisition Total 72680.00

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

Bill To	Requisition 00002420-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
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5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	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
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E G-DRUG-FED.VEHICLEEXP. .		72680.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	72680.00	1623904.78

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
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Pending		KAREN NAMAN	Automatic Forward to 9105paij
Pending		JOHN PAINE	Automatic Forward to 9105paij
Pending		MICHAEL SPAFFORD	Automatic Forward to 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00002420-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
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	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
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Tel#251-680-6900	
Fax 251-375-0069	
	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
11/21/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Signature

BID TABULATION FOR BID #5749
NEW AND USED VEHICLES

VEHICLE	PRICE	VENDOR
NEW 2022 Dodge Ram	$65,552.22	TAMERON CHRYSLER DODGE JEEP
USED 2021 Dodge Charger SXT	$32,870.00	LCM MOTORCARS, LLC
USED 2022 Chevrolet 2500HD	$72,680.00	LCM MOTORCARS, LLC

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/14/2022	5749	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 22, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	NEW AND USED VEHICLES					
1 each	New 2022 or newer Dodge Ram Rebel crew cab 4 X 4 pick-up truck with 100 or less miles as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2021 or newer four (4) door sedan, Dodge Charger SXT rear-wheel drive or equal as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2022 or newer ¾ ton crew cab pickup truck, Chevrolet 2500 HD crew cab, Standard bed 4 X 2 with LT or higher accessory package as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
	Vehicles will be awarded on a per item basis.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vehicles must be available for delivery within 90 days of award of this bid.

If not delivered within 90 days, the City reduces the price by 10%.

Must provide VIN number within 60 days of the order.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

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.

2022 Year model or newer RAM 1500 REBEL, CREW CAB 4x4 truck (144.5 in wheelbase 5ft 7-inch box) with equipment options as per the following MINIMUM specifications unless otherwise noted:

The specs listed are based on a **2022 RAM REBEL CREW CAB 4x4**

ACCEPTABLE COLORS:
Billet Silver Metallic Clear-Coat Exterior Paint/Diamond Black Crystal Pearl-Coat Exterior Paint, Granite Crystal Metallic Clear-coat Exterior Paint/Diamond Black Crystal Pearl-coat Exterior Paint.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 100 miles
ENGINE: Minimum: 5.7L V8 HEMI MDS VVT torque Engine
TRANSMISSION: 8-Speed Automatic, 8HP75 Trans
SEATS: Cloth/Vinyl Low Back Bucket Seats in Black/Red with power 2 -way driver lumbar adjust and power 8-way driver seat; front passenger seat-manual adjust 4-way and 4-way adjust front headrest, with rear 60/40 folding seat
DRIVETRAIN: Four-wheel drive with elec shift on demand transfer case
DRIVE AXLES: 215MM front axle and 235MM rear axle with 3.92 rear axle ratio
SUSPENSION: Front and Rear performance tuned shock absorbers
BRAKES: 4-wheel disc brakes with ADVANCED BRAKE ASSIST
ADVANCED BRAKE SYSTEM: Additional Trailer Brake Control
EXTRA ELECTRONICS: 400W Power Inverter
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Rack-pinion
WHEELS: 18X8.0-inch wheel diameter painted mid gloss black wheels, no hubcaps
TIRES: 33 inch All Terrain Goodyear Tires (LT275/70R1&E)
EXHAUST: Black tip Dual Exhaust system
SPARE TIRE: Spare Tire
TOOLS: One wrench and one jack
AIR CONDITIONING: Manuel or automatic
MIRRORS: Power remote, heated driver, and passenger mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks with 2 stage unlock
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Power Front Windows with I-Touch Up/Down
RADIO/MULTIMEDIA: Minimum: 8.4-inch touchscreen display, Apple CarPlay and Google Android Auto compatible, Integrated Voice Command with Bluetooth with 9 amplified speakers
FLOOR COVERING: Full Carpet Floor Covering with Mopar off road truck rubber floor mats

SECURITY/SAFETY: Sentry Key Theft Deterrent System with Rear Back Up Camera.

2021 YEAR MODEL OR NEWER FOUR DOOR CAR WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS OTHERWISE NOTED:
THE SPECS LISTED BELOW ARE BASED ON A 2022 DODGE CHARGER SXT RWD
ACCEPTABLE COLORS: PITCH BLACK, GRANITE, SMOKE SHOW, TRIPLE NICKEL, INDIGO BLUE, FROSTBITE, F8 GREEN
LOCAL OR DEALER INSTALLATIONS AND/OR NOTIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY, AND APPROPRIATE LITERATURE ON BID.
MILEAGE: UNDER 5,000 MILES
ENGINE: MINIMUM 3.6L V6 24V VVT ENGINE
TRANSMISSION: 8 SPEED AUTOMATIC
DIRVETRAIN: REAR WHEEL DRIVE
BRAKES: 4 WHEEL DISC ABS BRAKES
STEERING: ELECTRIC POWER STEERING
WHEELS: 20"X 8" NO HUBCAPS
TIRES: SIZED TO MATCH ABOVE WHEELS
SPARE TIRE: COMPACT SPARE TIRE(PREFERRED BUT OPTIONAL)
TOOLS: ONE WRENCH AND ONE JACK
AIR CONDITIONING: DUAL ZONE AUTO TEMPERATURE CONTROL
MIRRORS: BODY COLOR EXTERIOR MIRRORS. POWER HEATED W/ BLIND SPOT INDICATOR. AUTOMATIC DIMMING REARVIEW MIRROR
LIGHTING: BI-FUNCTION HID PROJECTOR HEADLAMPS
KEYS/LOCKS: PUSH BUTTON START, REMOTE PROXIMITY KEYLESS ENTRY
TINTED WINDOWS: DARKEST AVAILABLE TINT ON ALL WINDOWS
WINDOWS: POWER FRONT WINDOWS WITH 1 TOUCH UP/DOWN
RADIO/MULTIMEDIA: MINIMUM: 8.4" TOUCH SCREEN DISPLAY, APPLE CARPLAY, ANDROID AUTO, INTEGRATED VOICE COMMAND WITH BLUETOOTH
SEATS: 8-WAY POWER DRIVER SEAT, REAR 60/40 FOLDING SEAT
FLOOR COVERING: FULL CARPET FLOOR COVERING, FRONT AND REAR FLOOR MATS
SECURITY/SAFETY: SECURITY ALARM, INSIDE EMERGENCY TRUNK LID RELEASE, REAR PARK ASSIST SYSTEM, REAR BACK UP CAMERA

2022 Chevrolet 2500HD Crew Cab with standard bed with LT pkg or better (**cloth or leather seats**) 606-liter gasoline engine 4WD miles around 5000 as per the following **MINIMUM specifications** unless otherwise noted:

The specs listed are based on a **2022 Chevrolet 2500 HD Crew Cab Standard Bed 4x4 with LT or better pkg**

ACCEPTABLE COLORS:
Northsky Blue Metallic, Black, Silver Ice Metallic, Greenstone Metallic, Mosaic Black Metallic (no Summit White, no Cherry Red Tint Coat, no Iridescent Pearl Tricoat)

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 5000 miles
ENGINE: Minimum: 606 Liter Gasoline Engine
TRANSMISSION: 6-Speed heavy duty, electronically controlled automatic transmission
SEATS: Heated front seats, Power Driver Seat
DRIVETRAIN: Four-wheel drive
SUSPENSION: Off road suspension
BATTERY: Regular and Auxiliary Battery
BRAKES: 4-wheel disc brakes with Trailer Break Assist control
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Heated Steering Wheel
WHEELS: 18 or 20 inch wheel diameter, no hubcaps
TIRES: ***Minimum*** 33 inch All Terrain
SPARE TIRE: Spare Tire full size on 18-inch or 20-inch rim
ELECTRONICS: Dual 220 Amp Alternator, Trailer Wiring Package, Back-Op Camera, Bluetooth Connection, Integrated Turn Signal Mirrors, Tire Pressure Monitor, Wi-Fi Hotspot
ACCESSORIES: Running Boards/Side Steps
TOOLS: One wrench and one jack
AIR CONDITIONING: Multi Zone A/C, with climate Control
MIRRORS: Towing Mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks , Keyless Start
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Automatic Windows
RADIO/MULTIMEDIA: Satellite Radio, Display Screen with Apple Car Play or Google Android Audio
FLOOR COVERING: Full Carpet Floor Covering with rubber floor mats
SECURITY/SAFETY: Theft Deterrent System with Rear Back Up Camera.

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:1/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Cellebrite Inc for forensic product training for MPD Cyber.
General fund.

Amount of Contract:

$22,274.10

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221229 Cellebrite Agenda Package POs	Cover Memo	12/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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
2713	2023	(1545) POLICE CYBER DIVISION	FORENSIC PRODUCT TRAINING FOR MPD CYBER (SOLE SOURCE, PROFESSIONAL SERVICE)	$22,274.10	(293683) CELLEBRITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	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
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE.			
	FORENSIC TRAINING-SPECIFIC TO VENDOR			
	PER QUOTE #Q-192506-1 AND Q-195973-1. RENEWAL OF EXISTING SOFTWARE LICENSES			
	FOR EXISTING FORENSIC TOOLS.			
001	TRAINING	1.00 EACH	260.10000	260.10
	Additional Description Notes			
	U-TRN-03-022			
	OLT-OD-REFRESH			
	CCO plus CCPA-			
	CELLEBRITE CERTIFIED OPERATOR plus PHYSICAL ANALYST (ALENA OGER)			
	QTY1			
	Vendor Item			
	Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			260.10

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

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
002	TRAINING	2.00 EACH	1795.50000	3591.00
	Additional Description Notes --- U-TRN-03-006 OLT-OD CCPA- CELLEBRITE CERTIFIED PHYSICAL ANALYST (BRANDON ORSO AND JEREMIAH MOODY) QTY 2 Vendor Item Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			3591.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	TRAINING	4.00 EACH	3865.50000	15462.00
	Additional Description Notes --- B-TRN-03-026 OLT-OD CMFF plus CCO plus CCPA			

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	(CALEB TILLMAN, M.D, SPARE X2) QTY 4 Vendor Item Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			15462.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	TRAINING	1.00 EACH	2961.00000	2961.00
	Additional Description Notes --- B-TRN-03-004 OLT-OD CCO plus CCPA- CELLEBRITE CERTIFIED OPERATOR plus PHYSICAL ANALYST (HENRY SIECK) QTY 1 Vendor Item Inventory Item/Loc 12251			
1	1000.30.15.1530.1545.1530.0000.0000.44020.			2961.00

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
12/01/22	293683				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 22274.10

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020. POLICE CYBER DIVISION EXP OPERATING SUPPLIES	22274.10	

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

Activity	Date	Clerk	Comment
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	12/29/22	DONALD ROSE	Approved by: 9105fola
Approved	12/29/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/29/22	KAREN NAMAN	Auto approved by: 910516727
Approved	12/29/22	JOHN PAINE	Auto approved by: 910516727
Approved	12/29/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00002713-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	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
12/01/22	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Penn/Carroll/Gregory and Mayor Stimpson

Purpose and Scope of Project:

To install new park signs (Phase 2) at various City of Mobile Park Locations

Amount of Contract:

$38,727.00 combined

Funding Source

Project # New Park Signs - Phase 2 @ Various City of Mobile Park Locations PR-081-22 — **Discretionary Funds**

Project String C0744 / C0808 / C0807 / C0809 (20002000-48010) — **Contract Number:**4217-4220

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-081-22 New Park Signs - Phase 2 @ Various City of Mobile Park Locations	Cover Memo	12/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/22/2022 - 2:52 PM
Capital	Rhodes, Brenda	Approved	12/22/2022 - 3:50 PM
Legal	Kern, Chris	Approved	12/29/2022 - 11:51 AM
Mayors	Montgomery, Brandi	Approved	12/29/2022 -

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmembers Penn/Carroll/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: WRICO SIGNS, INC.

Project Name: NEW PARK SIGNS - PHASE 2

Project Number: PR-081-22

Amount: **$38,727.00** COMBINED TOTAL:

SULLIVAN PARK	C0744	$10,462.00	D2
TRICENTENNIAL PARK	C0808	$ 9,900.00	D1
RICKARBY PARK	C0807	$ 7,095.00	D2
HILLSDALE PARK	C0809	$11,270.00	D7

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0744 – CIP PARK-SULLIVAN PARK SIGN

CAPITAL PROJECT #: C0744 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $10,462.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT SULLIVAN PARK (D2 – 351 NORTH CATHERINE STREET).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 12/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0808 – CIP TRICENTENNIAL PARK SIGN

CAPITAL PROJECT #: C0808 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $9,900.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT TRICENTENNIAL PARK (D1 – 2121 BRAGG AVENUE).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 12/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0807 – CIP RICKARBY PARK SIGN

CAPITAL PROJECT #: C0807 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $7,095.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT RICKARBY PARK (D2 – 550 RICKARBY STREET).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 12/15/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0809 – CIP HILLSDALE PARK SIGN

CAPITAL PROJECT #: C0809 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-081-22

CONTRACT AMOUNT: $11,270.00

PROJECT DESCRIPTION: TO INSTALL NEW PARK SIGNS (PHASE 2) AT HILLSDALE PARK (D7 – 558 FELHORN ROAD).

VENDOR NAME: WRICO SIGNS, INC.

VENDOR NUMBER: 239582

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? YES X N __ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 12/15/2022

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**: Wrico Signs, Inc.
3345 Halls Mill Road
Mobile, Alabama 36606

City Business License No.: 33903

Secretary of State Registration No.: 145-767

For the following **Project**: Various Parks – New Park Signs – Phase 2
Mobile, Alabama

Project Number: PR-081-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the 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 Thirty-Eight Thousand Seven Hundred Twenty-Seven and xx/100 Dollars ($38,727.00), which includes a Contingency Allowance of Two Thousand and xx/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(S)

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.

1.4 UNIT PRICES

A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

B. List of Unit Prices:

a. Providing and installing two (2) 14" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) ¼" pre-drilled holes.

$65.00 EA. Pair

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 Sixty (60) 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, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

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. 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.

B. Comprehensive General Liability Insurance and/or Marine General Liability:

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

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /$2,000,000 Aggregate on a "Per Project" Basis.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

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

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

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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Wrico Signs, Inc. has completed the contract for Various Parks – New Park Signs – Phase 2, PR-081-21, Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

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

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a 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, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the

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

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

1. Request for Quotes documents, dated September 21, 2022, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No. #1, dated October 3, 2002;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

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: Wrico Signs, Inc.

Jennifer Jackson
By Signature

Jennifer Jackson, 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 Jennifer Jackson as President of Wrico Signs, 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 4th day of November, 2022.

Kelli Johnson
NOTARY PUBLIC
My Commission Expires:

Kelli Johnson
Notary Public, Alabama State At Large
My Commission Expires 07/29/2025

KELLI JOHNSON NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A

Various Parks - New Park Signs - Phase 2 Mobile, Alabama PR-081-22

Scope of Work

Base Quote: The Contractor shall provide and install new signs for various parks per attached Drawings: ST-1 through ST-6.

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 Wrico Signs, Inc, 3345 Hall Mills Road, Mobile, AL 36606, as Principal, and FCCI Insurance Company as Surety, are held and firmly bound unto the **City of Mobile, P. 0. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of thirty-eight thousand seven hundred twenty-seven and xx/100 ($38,727.00) 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 _____ 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Various Park - New Park Signs - Phase 2, Mobile , Alabama , 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 Donna Viehland, **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 17th day of November, 2022

CONTRACTOR AS PRINCIPAL
Company Wrico Signs, Inc.
(Corporate Seal)

By: Jennifer Jackson
(Signature)

Name and Title
Jennifer Jackson, President

SURETY
Company:_____
(Corporate Seal)

By: Donna Viehland
(Signature)

Name and Title: Attorney-in-Fact

Resident Agent: Donna Viehland
(Signature)
Name and Title: Donna Viehalnd-Attorney-in-fact
Company Name: MK Insurance
Address: 421 Emery Dr
Hoover, AL 35244
Phone and Fax: ~~205-314-2088~~
205-314-2071

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

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, Wrico Signs, Inc, 3345 Hall Mills Road, Mobile, AL 36606, hereinafter called the Principal, and FCCI Insurance Company hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. 0. Box 1827, Mobile, AL 36633,** hereinafter called the Owner, in the penal sum of thirty-eight thousand seven hundred twenty-seven and xx/100 Dollars ($38,727.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the_____day of_____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Various Park - New Park Signs - Phase 2, Mobile, Alabama, 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 17th day of November,2022

CONTRACTOR AS PRINCIPAL
Company:_____
(Corporate Seal)

By:_____
(Signature)
Name and Title:_____

SURETY
Company:_____
(Corporate Seal)

By: Donna Viehland
(Signature)
Name and Title: Attorney-in-Fact

Resident Agent: Donna Viehland
(Signature)

Name and Title: Donna Viehland-Attorney-in-Fact
Company Name: MK Insurance
Address: 421 Emery Dr Hoover, AL 35244
Phone and Fax: 205-314-2088 205-314-2071

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

Performance Bond

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregory Mikos; Daniel Mikos; Casey O'Quinn; Gina Cleckley; Donna Viehland

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 17th day of November, 2022

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2020

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-081-22 Current Date 9 / 12 / 22

Project Description Various Park - New Park Signs - Phase 2

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.

This project includes replacing existing signs and providing and installing new signs in five separate park locations. This project would be from a single source only quoter wihout any use of a sub consultant.

Requesting a waiver based on the cost of project being estimated under $30,000.00 and single trade contract.

Cassie Boatwright
Requested By (Department Director)

C. Boatwright — Director, Real Estate Asset Mgt — 9/12/2022
(Signature) (Title) (Date)

251-208-7427
Telephone Number

boatwright@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique L. Kidd, Supplier Diversity Manager — 9/26/2022
(Signature) (Title) (Date)

Archnique Kidd
Approved By (CAO)

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Wrico Signs Inc
Address	3345 Halls Mill Rd Mobile, Al 36606
Telephone	251-478-8020
E-Mail	Jennifer@wricosigns.com

RFP/RFQ Solicitation Number	PR-081-22
Project Description	Various Parks- New Park Signs Phase 2
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male X Female X Minority _____ Non-minority 10 SDVO _____ Total #of Employees 10

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennifer Jackson

Signature: Jennifer Jackson Date: 11-28-2022

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: Kelli Johnson Title: Office Manager

Email: Kelli@wricosigns.com Phone: 251-478-8020

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Redwood Signs Your Bid/Proposal Amount $_____ Date:

11 / 28 / 2022 Description Supply redwood sandblasted signs

Name of Bidder/Proposer: Wrico Signs 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
Redwood Signs	763-424-7887	Provide sand blasted cedar signs	$32,976.00	90%	No	

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CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Wrico Signs, Inc.

Contact Person: Jennifer Jackson Phone 251-478-8020 Email jennifer@wricosigns.com

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

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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.

__X__ 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

Wrico Signs, Inc.	
Entity ID Number	000 - 145 - 767
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1991
Registered Agent Name	WRIGHT, WADE M
Registered Office Street Address	152 ROBERTS STREET MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CREATION & SALE OF SIGNS
Capital Authorized	$100
Capital Paid In	---
Incorporators	
Incorporator Name	WRIGHT, WADE M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/09/1991 Certificate of Formation 8 pgs.

Browse Results New Search

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Wrico Signs, Inc.	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Coastal Human Resource Group, Inc.	
Name (Please Type or Print) Sherri A Grubbs	Title
Signature Electronically Signed	Date 01/07/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/08/2014

E-Verify

Company ID Number: 476987 **Client Company ID Number:** 742593

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Wrico Signs, Inc.
Company Facility Address	3345 Halls Mill Rd Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631054795
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Donna Viehland
MK Insurance An ISU Network Member P O Box 1597 Birmingham AL 35201	PHONE (A/C, No, Ext): (205) 822-7413 FAX (A/C, No): (205) 314-2071 E-MAIL ADDRESS: dviehland@mkinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Insurance Co	20141
INSURER B: Auto-Owners Insurance Co	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Wrico Signs, Inc
3345 Halls Mill Rd
Mobile AL 36606-2533

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL/AU/UMB/EQU/FLTR **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: X POLICY X PRO-JECT X LOC OTHER:	X	Y	CPP10005017704	7/15/2022	7/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Practices Liab Ins	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	5395297300	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ 1,000,000 $ $ $ $ 350,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	5395297301	7/15/2022	7/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	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 OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Leased/Rented Equipment			CPP10005017704	7/15/2022	7/15/2023	Limit with $1,000 deductible	$215,855
A	Builders Risk			CPP10005017704	7/15/2022	7/15/2023	Trans Limit/Temp Location	$78,200

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

Project: PR-081-22, Various Parks-New Park Signs, Phase 2
City of Mobile is listed as additional insured in regards to general liability, automobile liability and umbrella liability as required by written contact. Waiver of subrogation is provided in favor of City of Mobile in regards to general liability, automobile liability and umbrella liability policies as required by written contract. General liability coverage is Primary and Non-Contributory. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

shannon.mcintyre@cityofmobile

City of Mobile
205 Government Street
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

Greg Mikos/VIP

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jim Miller	
BROOKS CHRISTIAN & MILLER INC. PO Box 161104 Mobile, AL 36616 License #:	PHONE (A/C, No, Ext): (251)478-7444	FAX (A/C, No): (251)478-7414
	E-MAIL ADDRESS: jmiller@coastal-hr.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Bridgefield Casualty Insurance Company	10335
INSURED Wrico Signs 3345 Halls Mill Road Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 $							$
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	Y	0196-18079	1/1/2022	1/1/2023	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Item 3 A: Workers Compensation Insurance applies to the Workers Compensation Law of the states listed here: Alabama
Waiver of Subrogation applies in favor of City of Mobile with resepect to Workers Compensation and Employers Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply.

CERTIFICATE HOLDER

City of Mobile
Po Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MOBILE
ALABAMA

Addendum No. 1

To: Pre-Quote Meeting Attendees and Requested Plan Holders

From: Shannon McIntyre
City of Mobile Architectural Engineering Department

Re: Various Park – New Park Signs – Phase 2
Project #PR-081-22

Date: October 3, 2022

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated September 21, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Clarifications:

Item 1. The Pre-Quote Meeting Agenda ***with Modifications*** and Pre-Quote Meeting Acknowledgment Roster, dated September 28, 2022 are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

Item 2. ALL Complex sign shall be removed from this project and not included in quote. Attached Request for Qualifications with Modifications, dated October 3, 2022 shall be used in lieu of Request for Qualifications, dated September 29, 2022.

Item 3. Request for Waiver of Disadvantaged Business Enterprise (DBE) is approved, attached. The DBE plan is still required to be filled out and submitted with quote in order to be an approved quoter.

END OF ADDENDUM NO. 1

VARIOUS PARK
NEW PARK SIGNS – PHASE 2
PR-081-22
AE Conference Room, Mobile, AL
PRE-QUOTE MEETING
10:00 am September 28, 2022

AGENDA with MODIFICATIONS

1. Attendance roster. Include an e-mail address where any Addenda should be sent.

2. Objective of conference is to introduce players, inspect site, and receive questions.

3. Introductions - Owner Contacts and Project Manager.

4. Discussion of Scope of Work.
   a. Providing and installing new park signs at Various Parks:
      a. Sullivan Park
      b. Tricentennial Park
      ~~c. ALL Complex~~
      d. Rickarby Park
      e. Hillsdale Park

5. Special Instructions or conditions.
   a. Contractor may use sanitary facilities located at the park, if they are available, in lieu of contractor provided temporary facilities, although all the utilities and restrooms may not be available except 8:00am-5:00pm Monday through Friday. Prior arrangements for access to restrooms and utilities shall be coordinated with Owner for other than normal hours. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition by the Contractor. Contractor may utilize, without cost, the water and electrical service of the facility in moderate amounts.
   b. Contractor's Surety bond for $10,000 must be on file in the Urban Development Central Permitting Office prior to issuance of permits on any project.
   c. Remove waste and surplus materials, rubbish, and construction facilities from the site. Should an On-Site Dumpster be needed, location to be coordinated with Owner Contact.
   d. Parks will be occupied during installation, keep noise and smell to a minimum.
   e. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Shannon McIntyre at shannon.mcintyre@cityofmobile.org.
   f. Cut off time for submission of RFIs is 5 calendar days prior to the Quote Opening, or by Friday, October 7, 2017 at 4:00 PM.
   g. Official clarifications or corrections will be made by written addendum sent to all prospective quoters via e-mail.
   h. Contractor is responsible for Erosion and Sediment Control BMP's as required, including but not limited to, provision of waddles at nearby drainage inlets and silt fencing, etc.

6. Quoting instructions, forms, special requirements and time.

a. Read the Request for Quotes carefully – it is your responsibility to know the work effort and other requirements which are to be covered by your quote.
b. Quotes are due on October 12, 2022, at 4:00 pm, local time.
c. Use of Allowances shall be reviewed and approved by the Owner.
d. Construction duration is 60 calendar days.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license at contract award and for duration of project.
   b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the E-verify document at construction contract award. (see Request for Quotes)
   c. For any quote in excess of $10,000.00, a Performance Bond and Labor & Material Payment Bond (see Request for Quotes)
   d. Certificate of Insurance with Endorsements in amounts and as required by the City of Mobile (see Request for Quotes)
   e. Contractor's W-9 form, if current information is not already on file with the City of Mobile Accounting Office.

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published one time in a newspaper of general circulation. Contractor shall provide an electronic or hard copy of the Notice verbiage on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. (see Request for Quotes)

9. Owner contacts and phone numbers:
   a. Owner: Shannon McIntyre: 251-208-7635

10. Miscellaneous:
    Quoters' responsibility to confirm receipt of all Addenda

11. Walk of Parks

12. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Quote Meeting	Various Park - New Park Signs - Phase 2	Mobile, AL	2022-09-28

~~PR-144-17~~ PR-081-22

NAME	ORGANIZATION	PHONE	CELL PHONE	E-MAIL
Shannon McIntyre	COM	251-208-7635		shannon.mcintyre@cityofmobile.org
Jennifer Jackson	Wrico Signs	251-478-8020		jennifer@wricosigns.com
Dave McDaniel	COM	251-208-1403		dave.mcdaniel@cityofmobile.org
Ausaf Shah	Blink Signs	470-381-2085		ausaf@blinksigns.com

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES with MODIFICATIONS
October 3, 2022

The City of Mobile will receive quotes for the following Project:

Project Name: Various Parks – New Park Signs – Phase 2

Project Location(s): Mobile, Alabama

Project Number: PR-081-22

Scope of Work:
Base Quote: The Contractor shall provide and install new signs for various parks per attached Drawings: ST-1 through ST-6, attached. Contractor to verify location of signs with Owner before Construction.

Project 1: Sullivan Park – 351 N Catherine Street, Mobile, Alabama 36603
Project 2: Tricentennial Park – 2121 Lake Drive, Mobile, AL 36617
~~Project 3: ALL Complex – 1301 Azalea Rd, Mobile, AL 36693~~
Project 4: Rickarby Park – 550 Rickarby St, Mobile 36606
Project 5: Hillsdale Park - 558 E. Felhorn Road Mobile, AL 36608

Examination of Documents: Before submitting a Quote, Contractor's shall carefully examine this RFQ, visit the sites, including recommended attendance at the Pre-Quote meeting, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Pre-Quote meeting shall be held on **Wednesday, September 28th, 2022 at 10:00 A.M.** at AE Conference Room, 205 Government Street, Mobile, Alabama, South Tower, 5th Floor. A representative of the Quoter is encouraged to be present at the meeting. However, if no representative can be present in person, the Quoter shall contact the Project Manager at 251-508-7752, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Quoters are encouraged to participate in the Pre-Quote Meeting, visit the sites prior to submitting a Quote and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 3:00 PM, five (5) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Pre-Quote Meeting sign-in Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

Email RFI's to shannon.mcintyre@cityofmobile.org

This is a tax exempt project. Quoters shall not include sales and use taxes in their quote amount. Provide sales tax form C-3A with Quote.

Contractors may use on-site utilities and facilities, such as power, water, restrooms, and designated parking areas if available, otherwise, Contractors are required to provide. Designated parking shall be arranged with the Project Manager. Contractor will have access to the sites typically from 8:00 AM to 5:00 PM.

Obey all City and facility rules. Parks will generally remain in use throughout the construction period. Coordinate access, all areas of work and schedule of work with the Project Manager.

The Contractor shall deliver the Work complete within **sixty (60) calendar days** from the date of the written Notice to Proceed.

Contingency Allowance:
Include in the Total Base Quote a stipulated sum as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the general Contingency Allowance.

Additional work, use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the total amount of the Allowance shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):
Quotes for the above Scope of Work **will be received until 4:00 PM** on the **12th day of October, 2022** in the Architectural Engineering Department, 205 Government Street, (P.O. Box 1827, Mobile, Alabama 36633). Quotes may be submitted in person, FAXed, e-mailed or mailed to the address indicated. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes. A Quote Security/Bid Bond or Bid Check is not required to submit a Quote on this project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

Equal Opportunity:

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Quote Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Quotes, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

A Directory of DBE Vendors can be found at the following location:
https://workwith.cityofmobile.org/

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (documents attached as Exhibit 4)

Bonds: For contracts that exceed $10,000, a Performance Bond and a Labor and Material Payment Bond shall be required.

Surety Qualifications: A Surety authorized to do business in the State of Alabama must issue Bonds. Consent of Surety to Final Payment, AIA Document G707, shall be provided prior to final payment as part of the closeout requirements.

For **Payment**(s), submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. Final settlement may be made at any time one week after the notice has been published and all applicable Close Out documents have been received and approved.

The "Notice of Final Completion" shall read as follows:

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Various Parks – New Park Signs – Phase 2, PR-082-22, in Mobile, Alabama. 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.

Liquidated Damages: A time charge equal to two hundred fifty 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 closeout documents 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 the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall warrant that the Work will conform to the requirements of the information contained in this Request for Quotes and will be free from defects. Work and/or materials and site furnishings not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for canopies and paint products.

Close Out Documents: documents shall also include original executed copies of the following AIA Documents:

1. Completed Documents
    - Completed AIA Document G706, Contractor's Affidavit of Payment of Debts and Liens (notarized)
    - Completed AIA Document G706A, Contractor's Affidavit of Release of Liens (notarized)
    - Releases or Waivers of Liens from all Subcontractors and Material and Equipment Suppliers (notarized).
    - Completed AIA Document G707-1994, Consent of Surety to Final Payment.
    - Written warrantee on Contractor's letterhead covering materials and labor for one year
    - Advertisement of Completion (1 week)

- Advertisement of Completion on Contractor's letterhead

2) Completion of all items on the Punch List
3) Reviewed submittals
4) Retainage Pay Application

Contact the Project Manager, Shannon McIntyre, at the City of Mobile, Architectural Engineering Department, 251-208-7635 phone, 251-214-6683 mobile, 251-208-5871 fax or e-mail shannon.mcintyre@cityofmobile.org for further clarification regarding this Request for Quotes.

Various Parks – New Park Signs – Phase 2
PR-081-22

QUOTE FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #** :_____

City of Mobile Business License No.: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated September 21, 2022, and all Addendum(a) No(s)_____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within sixty (60) calendar days from the date of the written Notice to Proceed.

Quoters shall not include sales and use taxes. Sales tax exemption form 3-A shall be submitted with Quote Form. Quotes shall be provided in whole dollar amount with no cents.

1. **Sullivan Park Base Quote:** **$**_____

   Contingency Allowance: **+$ 500.00**

SULLIVAN PARK TOTAL BASE QUOTE: _____

_____ **Dollars, ($**_____.____**)**
(Amount in Words) (Amount in Figures)

2. **Tricentennial Park Base Quote:** **$**_____

   Contingency Allowance: **+ $ 500.00**

TRICENTENNIAL PARK TOTAL BASE QUOTE: _____

_____ **Dollars, ($**_____.____**)**
(Amount in Words) (Amount in Figures)

~~3. ALL Complex Base Quote:~~ ~~$_____~~

~~Contingency Allowance:~~ ~~+ $ 500.00~~

~~ALL COMPLEX TOTAL BASE QUOTE:~~ _____

_____ ~~Dollars, ($_____.____)~~
~~(Amount in Words)~~ ~~(Amount in Figures)~~

4. Rickarby Park Base Quote: $_____

Contingency Allowance: + $ 500.00

RICKARBY PARK TOTAL BASE QUOTE: _____

_____ Dollars, ($_____.____)
(Amount in Words) (Amount in Figures)

5. Hillsdale Park Base Quote: $_____

Contingency Allowance: + $ 500.00

HILLSDALE PARK TOTAL BASE QUOTE: _____

_____ Dollars, ($_____.____)
(Amount in Words) (Amount in Figures)

City Seal Contingency Allowance: + $ 500.00

TOTAL BASE QUOTE: _____

_____ Dollars, ($_____.____)
(Amount in Words) (Amount in Figures)

Unit Price #1: Providing and installing two (2) 14" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) ¼" pre-drilled holes.

_____EA. PAIR

Unit Price #2: Providing and installing two (2) 23" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) ¼" pre-drilled holes.

_____EA. PAIR

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

ACCOUNTING OF SALES TAX
ATTACHMENT TO QUOTE FORM SECTION 00410
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: PR-081-22
Various Parks – New Park Signs – Phase 2

SALES TAX ACCOUNTING
Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the quote proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
SULLIVAN PARK BASE QUOTE:	$_____
TRICENTENNIAL PARK BASE QUOTE:	$_____
~~**ALL COMPLEX BASE QUOTE:**~~	~~$_____~~
RICKARBY PARK BASE QUOTE:	$_____
HILLSDALE PARK BASE QUOTE:	$_____

Failure to provide an accounting of sales tax shall render the quote non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the quote pricing nor be considered in the determination of the lowest responsible and responsive quoter.

Legal Name of Quoter_____

Mailing
Address_____

***By (Legal Signature)**_____

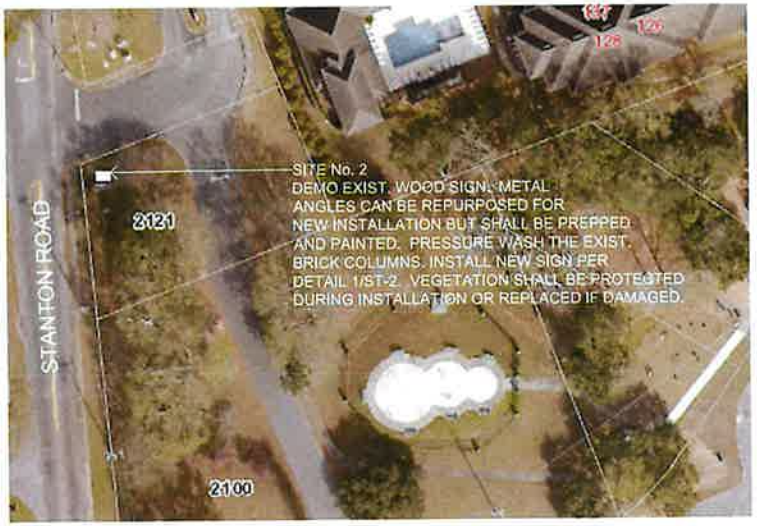
*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____



1 ST-1 SULLIVAN PARK OVERVIEW
NTS



2 ST-1 TRICENTENNIAL PARK OVERVIEW
NTS

VERIFY LOCATION OF SIGNS WITH OWNER BEFORE CONSTRUCTION



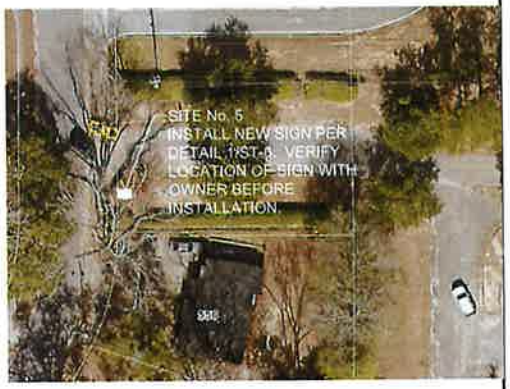
6 ST-1 IMAGE 1 - CITY SEAL
NTS



3 ST-1 ALL COMPLEX OVERVIEW
NTS



4 ST-1 RICKARBY PARK OVERVIEW
NTS



5 ST-1 HILLSDALE PARK PARK OVERVIEW
NTS

SHEET TITLE: SIGN LOCATIONS	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARK SIGNS	DRAWING NO.: ST-1 / SHEET NO.: 1 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 1 SIGN IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE. EXISTING ANGLES MAY BE REPURPOSED IF SUITABLE BUT MUST BE PREPPED AND PAINTED. NEW FASTENERS MUST BE USED.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

EXIST. BRICK COLUMNS. PRESSURE WASH BEFORE INSTALLING NEW SIGN, ALL SIDES

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN.
FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

1 / ST-2 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: SULLIVAN PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-2 / SHEET NO.: 2 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 2 SIGNS ARE TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE. EXISTING ANGLES MAY BE REPURPOSED IF SUITABLE BUT MUST BE PREPPED AND PAINTED. NEW FASTENERS MUST BE USED.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

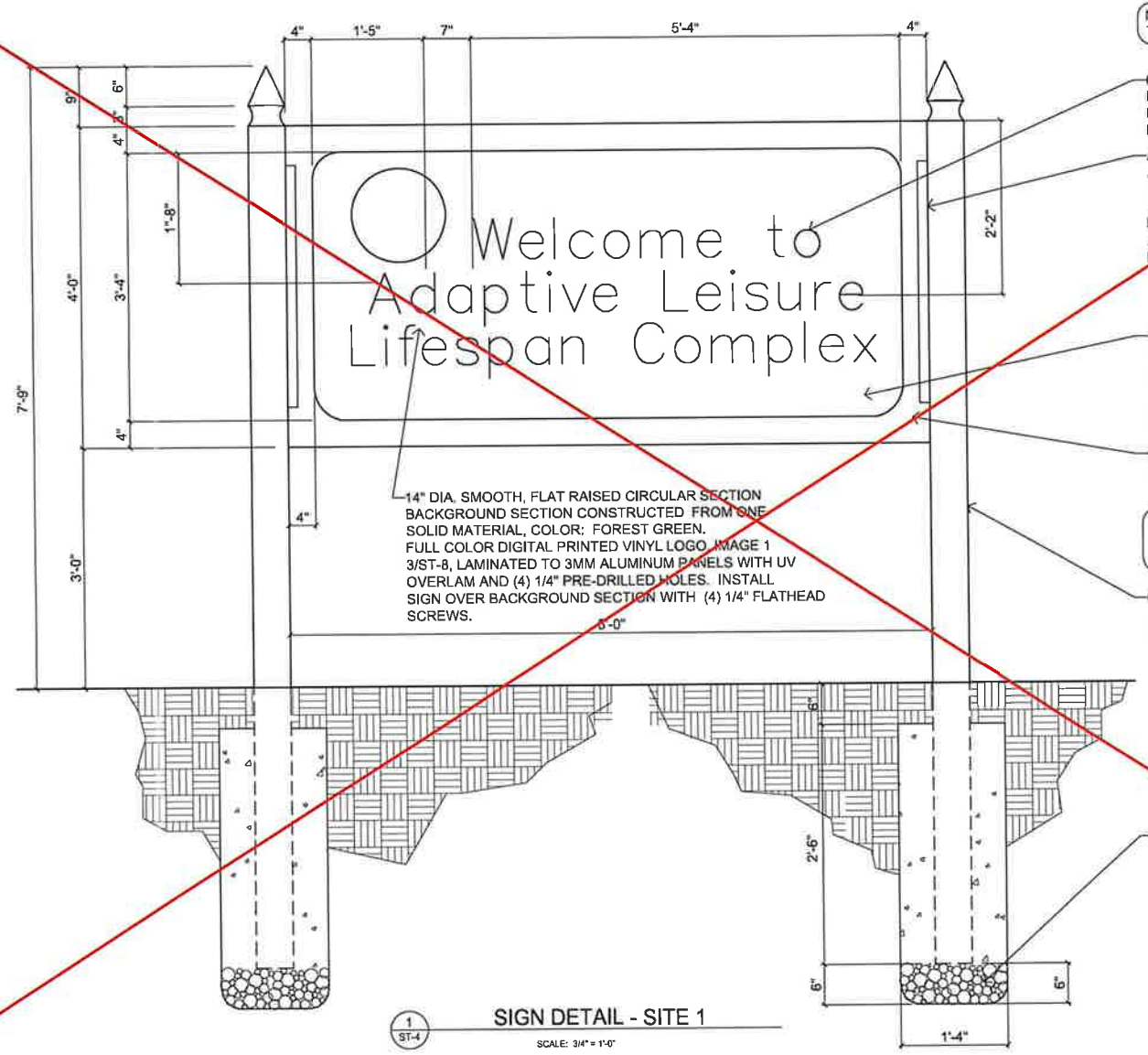
EXIST. BRICK COLUMNS. PRESSURE WASH BEFORE INSTALLING NEW SIGN, ALL SIDES

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN.
FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

1 / ST-2 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: TRICENTENNIAL PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-3 / SHEET NO.: 3 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 3 IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

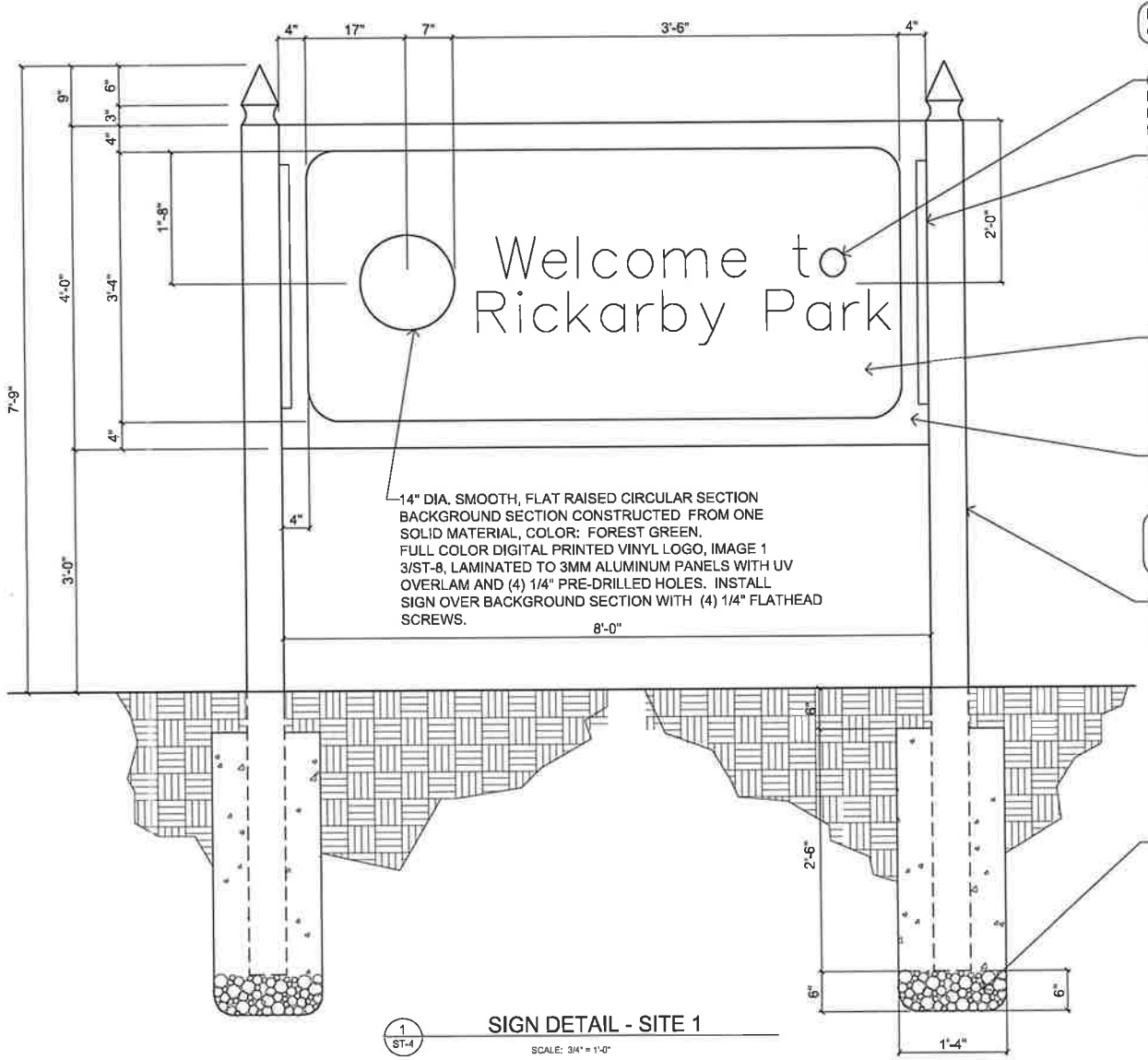
6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

GRAVEL BASE

1 / ST-4 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: ALL COMPLEX	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-4 / SHEET NO.: 4 of 6
	ISSUE DATE: 09-21-22



NOTE: SITE 4 IS A ONE-SIDED SIGN

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

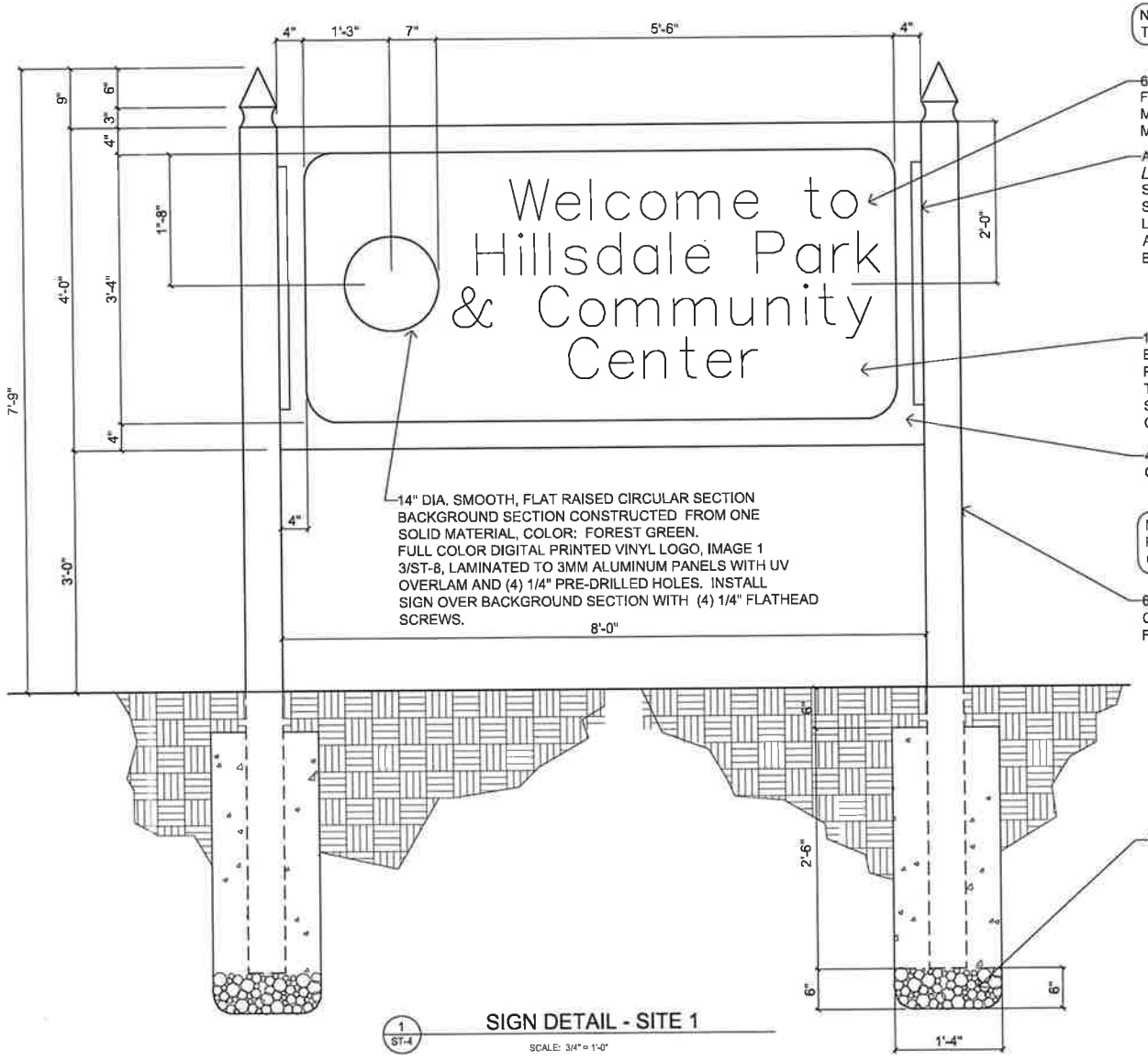
NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

1 / ST-4 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: RICKARBY PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-5 / SHEET NO.: 5 of 6
	ISSUE DATE: 09-21-22



14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

NOTE: SITE 5 IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

GRAVEL BASE

1 / ST-4 SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

SHEET TITLE: HILLSDALE PARK	PROJECT NUMBER: PR-081-22
PROJECT: VARIOUS PARKS NEW PARKS SIGNS	DRAWING NO.: ST-6 / SHEET NO.: 6 of 6
	ISSUE DATE: 09-21-22

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman C. J. Small

Purpose and Scope of Project:

To accept change order # 3 with James H. Adams & Son Construction Company Inc., increasing the original contract by $26,262.00

Amount of Contract:

$2,885,802.14 (with increase)

Funding Source

Project # C0323 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**3282

Budget Amendment **REDUCE** **INCREASE** $26,262.00

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	12/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/16/2022 - 9:20 AM
Capital	Rhodes, Brenda	Approved	12/16/2022 - 3:51 PM
Legal	Kern, Chris	Approved	12/20/2022 - 11:10 AM
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:24 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 12.15.2022

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: James H. Adams & Son Construction Company Inc.

DISTRICT#: Select Item #3

DEPT. PROJECT#: 2011-202-10(B1)

REQUEST: Please Add Select option. $ 26,262.00 from Capital Project#/Title: C#323 Ann Street Rehabilitation

to contract# 3282

Total amount of Change Order: $ 26,262.00

Current contract amount: $ 2,859,540.14

Revised contract amount: $ 2,885,802.14

Comments: Needs Additional Services

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman 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, Change Order No. 3 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part herof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company:	James H. Adams & Son Construction Company Inc.
Project Name:	Ann Street Rehabilitation COM Project No. 2011-202-10(B1) Change Order No. 3
Estimated Cost:	$26,262.00 (Add)

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 3 DATE 12/5/2022

PROJECT NAME AND NUMBER Ann Street Rehabilitation, Project No. 2011-208-10(B1)

AT Tennessee Street to Virginia Street

TO James H. Adams & Son Construction Company, Inc.
535 N Craft Highway
Chickasaw, AL 36611

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated June 8, 2021 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

- Replace the proposed 6" crushed aggregate base course layer (Attachment "B") within the roadway build-up with 2.5" Bituminous Plant Mix (Attachment "C") and 3.5" Borrow Excavation A-2-4(0) or A-4(0) (Attachment "A") as per Geotech.
- Cut, remove and dispose of the 12" Price Brothers concrete encased steel gas pipe.
- Protect the new long side copper water services routed over the new box culvert with 2" schedule 80 PVC sleeves. (Attachment "C")
- Add 2 each 6" Gate Valves. (Attachment "C")

Estimated Over Run (Attachment "A")	$	11,382.00
Estimated Under Run (Attachment "B")	$	-94,435.00
Additional Items (Attachment "C")	$	109,315.00
Original Contract Price	$	2,820,874.00
Net total of Previous Change Orders	$	38,666.14
Previous Revised Contract	$	2,859,540.14
THIS CHANGE ORDER NUMBER 3 (ADD)	$	26,262.00
Revised Contract Price this Date	$	2,885,802.14

Extension of time resulting from this change order 10 Calendar Days

BY:

Mayor

ATTEST:

City Clerk

City Engineer

ACCEPTED BY:

Owner/President

ATTEST:

Witness/Secretary

Date

ATTACHMENT "C"
CHANGE ORDER NO. 3
ADDITIONAL ITEMS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE			ADDITIONAL ITEMS	
			QTY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT
424-C	Bituminous Plant Mix (275#/sy)	TON	0	$0.00	$0.00	0	$125.00	$0.00	664.00	$83,000.00
206-G	Removing 12" Price Brothers Concrete Encased Steel Gas Line (Includes Disposal)	LS	0	$0.00	$0.00	1	$11,900.00	$11,900.00	1	$11,900.00
649-A	2" Schedule 80 PVC Sleeve For Long Water Services	EA	0	$0.00	$0.00	19	$485.00	$9,215.00	19	$9,215.00
WL-9	6" Gate Valve	EA	0	$0.00	$0.00	2	$2,600.00	$5,200.00	2	$5,200.00
	TOTALS							$26,315.00		$109,315.00

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 3 = $109,315.00

ENGINEER: _____

CONTRACTOR: _____

ATTACHMENT "B"
CHANGE ORDER NO. 3
ITEM UNDER RUNS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE		UNDERRUNS	
			QTY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
301-A1	Crushed Aggregate Base Course Layer, Type B, Plant Mixed	SY	5,555	$17.00	$94,435.00	0.00	$0.00	5,555.00	$94,435.00
	TOTALS				**$94,435.00**		**$0.00**		**$94,435.00**

TOTAL UNDER RUNS FOR CHANGE ORDER No. 3 = $94,435.00

ENGINEER: _____

CONTRACTOR: _____

1160

ATTACHMENT "A"
CHANGE ORDER NO. 3
ITEM OVER RUNS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE		OVERRUNS	
			QTY	Unit Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
210-E	Borrow Excavation A-2-4(0) or A-4(0)	CY	0	14.00	$0.00	813.00	$11,382.00	813.00	$11,382.00
	TOTALS				**$0.00**		**$11,382.00**		**$11,382.00**

TOTAL OVER RUNS FOR CHANGE ORDER No. 3 = $ 11,382.00

ENGINEER: _____

CONTRACTOR: _____

12/2/2022 9:27:01 AM

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Ann Street Rehabilitation (Tennessee St. to Virginia St.)

PROJECT NUMBER: 2011-202-10(B1)

The attached change order number 3 to contract with James H. Adams & Son Construction Company, Inc.

dated June 8, 2021 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT

City Engineer

2230_001 (002).pdf 7

McCrory Williams
INCORPORATED
Engineers Surveyors

December 5, 2022

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Tammy Olivero, P.E.

RE: Project No. 2011-202-10(B1)
Ann Street Rehabilitation

Dear Tammy,

We are submitting the Change Order #3 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address two issues on the project and need additional work items that were not in the original contract agreement. The change order covers the following items:

424-C Bituminous Plant Mix (275#/sy)

Due to the minimum finished cover over the box culvert and water services the roadway build-up has been modified. A 2.5" layer of black base and 3.5" of borrow excavation material is proposed in lieu of the 6" crushed aggregate base course layer. Attachment "A" shows the additional 3.5" layer of 210-E Borrow Excavation. Attachment "B" shows the deletion of the 6" layer of 301-A1 Crushed Aggregate Base Course.

206-G Removing 12" Price Brothers Concrete Encased Steel Gas Line (Includes Disposal)

An abandoned 12" gas pipe conflicts with the proposed storm drain inlets. The gas pipe is made of steel and encased in concrete. There is a special effort needed to cut, remove and dispose of the gas pipe.

649-A 2" Schedule 80 PVC Sleeve for Long Water Services

The PVC sleeve will be used to protect the new copper water services routed over the box culvert with minimal cover.

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

WL-9 6" Gate Valve

The 6" Gate Valves were needed to tie-in the existing water line to the new ductile iron water line and allow for a pressure test.

The change order method is being used rather than competitive bids for three reasons. The competitive bid method would be more expensive, more time consuming and is not practical given the schedule.

We recommend approval of the Change Order 3 because it is in the best interest of the City of Mobile and the safety of the traveling public. The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market.

Time Extension

The request is based on the additional work related to the removal of the 12" Price Brothers concrete encased steel gas line and the work to place sleeves on the water services. We feel the time request is reasonable, fair, and justified. We recommend approval of the contract time extension of **10 calendar days**.

If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

M5710-2180\22LTR.1205

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Scott Jones, and Gina Gregory

Purpose and Scope of Project:

To accept a contract with Sawgrass Consulting, LLC for Engineering Services.

Amount of Contract:

$818,5550.00

Funding Source

Project # C0800 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4205

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/19/2022 - 4:27 PM
Capital	Rhodes, Brenda	Approved	12/20/2022 - 12:50 PM
Legal	Kern, Chris	Approved	12/20/2022 - 5:00 PM
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:24 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing County Wide & Commission District 1; COM Project# 2023-3005-04

PROJECT #: C0800 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Design Services

CONTRACT AMOUNT: $818,550.00

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** 12/19/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, Scott Jones, 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:	Sawgrass Consuting, LLC
Project Name:	2022 PAYGO Resurfacing -Countywide & Commission District 1 COM Project No. 2023-3005-04
Estimated Cost:	$818,550.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2022 PAYGO RESURFACING – COUNTY WIDE – MCR-2022-003 & COMMISSION DISTRICT 1 – MCR-2022-101

PROJECT NO. 2023-3005-04

ENGINEER:

SAWGRASS CONSULTING, LLC

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT made and entered into this _____day of _____, 2020, 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 CONTRACTs 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 CONTRACT.

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 the executed documents comprising the written CONTRACT 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

DESIGN CONSTRUCTION ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **SAWGRASS CONSULTING, LLC.**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for the Preliminary Design & Investigation Phase, the Design Phase and/or the Pre-Bid to Pre-Construction Phase as set out in Section III.

PROJECT – 2022 PAYGO RESURFACING - COUNTY WIDE, MCR-2022-003 & COMMISSION DISTRICT 1, MCR-2022-101 , City of Mobile Project No. 2023-3005-04. This CONTRACT is for engineering design and construction inspection for roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations CITY wide. (See Exhibit A for approximate locations).

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for 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 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 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 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, 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 three phases (Design Phase, Pre-Bid to Pre-Construction Phase and Construction Phase).

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.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

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 improvments 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 Transportaion Standard Specifications for Highway Construction, 2018 Edition.

c. Preparation of ADA improvement plans as required along the streets intersections 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 Sidewalk rehabilitation plans as required 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 propertyowners.

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 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,...). 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 insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine 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 by a Notice to Proceed, 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. 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 ENGINEER shall check each Contractor to assure each is properly licensed.** 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. 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) copies 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

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 NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the STANDARD SPECIFICATIONS and 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 the maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

3. Project Observation

a. The ENGINEER shall appoint a competent project 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 ENGINEER. The Observer shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the observer's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any observer considered to be unqualified for the work. The duty of the observer is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the observer or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The ENGINEER's observer shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible

charge for the project must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The ENGINEER's observer will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.

j. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the project to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The project shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the project. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the project will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the project has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for project maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

The ENGINEER will be required to maintain strict review of progress of the project 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 email or regular mail, and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the Contractor. If the Contractor has not informed the ENGINEER in writing of any disCONTRACT 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 when and where work on the project will resume.

IV. MUTUAL CONTRACT

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 CONTRACT.

B. The CITY may terminate this CONTRACT 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 Item V.A.1., "Basis of Payment". 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. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, CONTRACTs, 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 CONTRACT 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.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretion and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under 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 payents to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this CONTRACT 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 Fee Schedule 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. ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% of this CONTRACT shall not exceed $168,930.00 (One Hundred Sixty-Eight Thousand Nine Hundred Thirty Dollars and Zero Cents).

   b. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A and III.B of this CONTRACT shall not exceed $112,620.00 (One Hundred Twelve Thousand Six Hundred Twenty Dollars and Zero Cents).

   c. ENGINEER shall perform any Survey Services, with authorization from the CITY staff, where Right-of-Way location is required. Payment for the work performed in Section III.A of the CONTRACT shall not exceed $7,000.00 (Seven Thousand Dollars and Zero Cents).

   d. Upon letting of the contract for construction of this project, the ENGINEER shall be compensated based upon the percentage completion of the construction. 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. Payment for work performed in Section III.C of this CONTRACT shall not exceed $495,000.00 (Four Hundred Ninety-Five Thousand Dollars and Zero Cents).

e. 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 CONTRACT, 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 D and shall not exceed $35,000.00 (Thirty-Five Thousand Dollars and No Cents).

2. In the event of termination of this CONTRACT 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.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT 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 $818,550.00 (Eight Hundred Eighteen Thousand Five Hundred Fifty Dollars and No 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. 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.

IX. 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.

X. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is **C0800** (2022 PAYGO RESURFACING - COUNTY WIDE, MCR-2022-003 & COMMISSION DISTRICT 1, MCR-2022-101). Said funds are on hand at the time of the execution of this contract.

XI. 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.

XII. ANTI-DISCRIMINATION

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 contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHERE OF, _____, a corporation, has caused its name to be signed hereto by _____, its _____, and by _____, its Secretary, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

SAWGRASS CONSULTING, LLC

By: Stephen DeLaventy, P.E.

Its: VICE PRESIDENT

Address: 30673 SGT. E.I. BOOTS THOMAS DRIVE SPANISH FORT, AL 36527

Telephone: 251-544-7900

ATTEST:

By: Tori Scheer

Its: Notary Public

CORPORATE SEAL

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

EXHIBIT A.1: STREETS TO BE RESURFACED

COUNTY WIDE RESURFACING - MCR-2022-003

Street	From	To
Bel Air Blvd	Cottage Hill Rd	Airport Blvd
Cottage Hill Rd	Sollie Rd	Bel Air Blvd
Demetropolis Rd	Executive Park Dr	Government Blvd
Howells Ferry Rd	Cody Rd N	Moffett Rd
N Washington Ave	Dauphin St	Adams St
Pleasant Valley Rd	Cottage Hill Rd	Halls Mill Rd
S Washington Ave	S Broad St	Dauphin St
Springhill Ave	Broad St	N Washington Ave

COMMISSION DISTRICT 1 RESURFACING - MCR-2022-101

Street	From	To
Mobile St	Springhill Ave	Berkley
Bay Shore Ave	Springhill Ave	Mill St
New Shiloh Ave	Old Shell Rd	Springhill Ave
Congress St	St Stephens Rd	N Water St
Donald St	Pleasant Ave	Balthrop St
Gloria York Ave	Donald St	St Stephens Rd
First Ave	E I-65 Service Rd N	Prichard City Limit
Howell Ave	Government Blvd	Jemison St
N University Blvd	Moffett Rd	Bear Fork Rd
New Bay Bridge Rd	S. Craft Hwy	I-165
S. Craft Hwy	St Stephens Rd	New Bay Bridge Rd
Western Dr	Moffett Rd	Canal Dr

EXHIBIT B: PROJECT INFORMATION & FUNDING

PROJECT – 2022 PAYGO RESURFACING - COUNTY WIDE, MCR-2022-003 & COMMISSION DISTRICT 1, MCR-2022-101 . This CONTRACT is for engineering design and construction inspection for drainage repairs and improvements for multiple locations CITY wide. (See Exhibit A for approximate locations).

CITY OF MOBILE PROJECT NO. 2023-3005-04

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not exceed **$818,550.00 (Eight Hundred Eighteen Thousand Five Hundred Fifty Dollars and No Cents)**, unless authorized by the CITY.

MCR-2022-003:	$498,216.00
MCR-2022-101:	$320,334.00
TOTAL FEES:	$818,550.00

FUNDING SOURCE: C0800 (PAY-AS-YOU GO, MCR-2022-003 & MCR-2022-101)

EXHIBIT C: ENGINEER'S FEE SCHEDULE

Design Phase	
Field Evaluation and Engineering	$98,400.00
Map Book Development	$89,600.00
ADA Improvements/Sidewalk Repair Plans	$86,200.00
Survey/Staking	$ 7,000.00
Pre-Bid to Bid Award	$ 7,350.00
Construction Phase	$495,000.00
Additional Services	$ 35,000.00
CONTRACT Not to Exceed	**$818,550.00**

EXHIBIT D: 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 E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Pictures of project site
- Hard 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 CONTRACT
  - Supplemental Specifications
  - Project Sign Detail
  - Addendums
- Electronic (Word) copy of the Contract Documents
- Excel copy of Bid Tab
- Other electronic files
- Correspondence affecting Design and/or Construction
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: CERTIFICATIONS AND AFFIDAVITS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jamie Owens	
HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	PHONE (A/C, No, Ext): (251)445-8300	FAX (A/C, No): (251)445-8303
	E-MAIL ADDRESS: j.owens@hrtinsurancegroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER A: Auto-Owners Insurance Company	18988
	INSURER B: Auto-Owners	18988
	INSURER C: New York Marine and General Insurance Company	16608
	INSURER D: Lloyd's of London	085202
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 00002326-403667** **REVISION NUMBER: 176**

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	10/26/2022	10/26/2023	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 $ 300,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2022	10/26/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	5199970201	10/26/2022	10/26/2023	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] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	37125	01/01/2022	01/01/2023	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 Liab.	N	Y	FEI-AEP-15072	09/04/2022	09/04/2023	Aggregate	2,000,000

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

Project Number: 2022-3005-04
2022 PayGo Resurfacing MCR 2022-003 & MCR 2022-101
City of Mobile is included as Additional Insured to the General liability & Umbrella Liability policies.
A Waiver of Subrogation has been issued in the favor of City of Mobile In respects of the professional liability and Workers Compensation coverage per policy term.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street Mobile, AL 36644	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 G: SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

RE: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Fri 12/16/2022 1:26 PM

To: White, Jessica <jessica.white@cityofmobile.org>

Cc: Forrester, John <forresterj@cityofmobile.org>

Approved

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Friday, December 16, 2022 7:48 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Re: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Sawgrass Consulting, LLC DBE for 2023-3005-04 2022 PAYGO Resurfacing-Sawgrass Consulting, LLC. Please review and approve.

Additionally, please review and approve Waiver Request in trailing email. Thanks.

From: White, Jessica
Sent: Thursday, December 15, 2022 8:38 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing -Southern Earth Sciences, Inc. Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

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:
Sawgrass Consulting, LLC		January 1, 2023
DESCRIPTION: Construction Engineering Inspection		Estimated Completion Date: January 1, 2024

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 818,550.00	$	$	$	

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)
Vanguard Pacific, LLC	CEI Adminstration	$ 122,775.00	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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 Delahunty

SIGNATURE: _____ VP (Title) 12 15 2022 (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, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	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	2023-3005-04
Project Description	2022 PAYGO Resurfacing
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephen Delahunty

Signature: Stephen Delahunty Date: 12/15/2022

Title: Vice President

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

Name: Stephen Delahunty Title: Vice President

E-mail:_ Phone: sdelahunty@sawgrassllc.com 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: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 # 2023-300-04 Your Bid/Proposal Amount $ 818,550 Date: 12 / 15 / 2022

Description 2023 PAYGO Resurfacing

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
Vanguard Pacific, LLC	251-424-2858	Contract management and Inspection	$122,775.00	15%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Sawgrass Consulting, LLC

Contact Person: Stephen Delahunty 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
✓		**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.

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, 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. _____

_____

1200

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Scott Jones, and Gina Gregory

Purpose and Scope of Project:

To accept a contract with Southern Earth Sciences, Inc. for Geotechnical Testing Services.

Amount of Contract:

$165,000.00

Funding Source

Project # C0800 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4206

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	12/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/19/2022 - 4:43 PM
Capital	Rhodes, Brenda	Approved	12/20/2022 - 12:56 PM
Legal	Kern, Chris	Approved	12/20/2022 - 4:54 PM
Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:25 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing County Wide & Commission District 1; COM Project# 2023-3005-04

PROJECT #: C0800 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $165,000.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

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** 12/19/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, Scott Jones, 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:	Southern Earth Sciences, Inc.
Project Name:	2022 PAYGO Resurfacing -Countywide & Commission District 1 COM Project No. 2023-3005-04
Estimated Cost:	$165,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____ _____, 2020, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "COUNCIL", and **Southern Earth Sciences, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. **DEFINITIONS:**

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** – The engineering company, **(Sawgrass Consulting, LLC),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2022 PAYGO Resurfacing,**
County Wide, MCR-2022-003 &
Commission District 1, MCR-2022-101

PROJECT No. – **2023-3005-04**

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.

(m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. **DIRECTION OF WORK:**

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. **LABORATORY PERSONNEL:**

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. **REPORTS:**

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. **LABORATORY OFFICE:**

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. **TESTING PROCEDURE:**

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. **ENGINEERING PROCEDURES:**

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. **SOIL TESTS:**

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. **PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:**

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. **ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:**

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. **TESTING BASE COURSE:**

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. **COMPACTION TESTS AND CORE DEPTHS (During Construction)**

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. <u>SPECIAL BORINGS AND SOIL MECHANICS TEST:</u>

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analysis may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **$165,000.00 (One Hundred Sixty-Five Thousand Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **$155,000.00 (One Hundred Fifty-Five Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

(c) Following award of the Agreement, the CITY shall pay the LABORATORY 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 rates in Exhibit "B" and shall not exceed **$10,000.00 (Ten Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective

interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY 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.

30. E-VERIFY:

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.

31. ANTI-DISCRIMINATION:

LABORATORY 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

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

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

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

(e) 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, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. 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.

34. INDEMNIFICATION:

The LABORATORY 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 LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements.

LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY 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.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____

Its Mayor

ATTEST:

_____

Its City Clerk

Southern Earth Sciences, Inc.

By: W. Lew Copeland Jr.

Printed Name: William Lewis Copeland Jr.

Its President

ATTEST:

By: Rachel Greer

Printed Name: Rachel Greer

Its Secretary

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2022 PAYGO Resurfacing – County Wide, MCR-2022-003 & Commission District 1, MCR-2022-101

PROJECT No. – 2023-3005-04

Construction Phase Services – Not to Exceed Amount - $155,000.00

Additional Services – Not to Exceed Amount - $10,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 165,000.00

MCR-2022-003:	$100,430.00
MCR-2022-101:	$ 64,570.00
TOTAL FEES:	$165,000.00

FUNDING SOURCE:

C0800 (PAY-AS-YOU GO, MCR-2022-003 & MCR-2022-101)

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	$ 14.00/L.F.
50 to 75 feet	$ 15.00/L.F.
75 to 100 feet	$ 16.00/L.F.
100 to 150 feet	$ 20.00/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	$15.00/test
CASING	$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	$ 15.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	$3000.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	$250.00/hour
TEST LOCATION SET-UP	$250.00/hour
STAND-BY	$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	$200.00/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$1,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$1,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	$1,500.00/ls
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (Pontoon or Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add $1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	$10.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$20.00/L.F.
CASING	$7.00/L.F.
SET-UP PER LOCATION	$75.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	$50.00/each
STAND-BY (including dissipation testing)	$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.080/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
ASPHALT TESTING TECHNICIAN (at Lab)	$75.00/Hour
OVERTIME RATE	1.5 X Standard Rate

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS (SESI Made Samples)		$60.00/Set of 4
		$75.00/Set of 5
		$90.00/Set of 6

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING SERVICES

Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meeting and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	$100.00/hour
PROFESSIONAL ENGINEER	$125.00/hour
SENIOR PROFESSIONAL ENGINEER	$150.00/hour
PRINCIPAL ENGINEER	$175.00/hour
ENVIRONMENTAL TECHNICIAN	$90.00/hour
DRAFTSMAN (regular time)	$75.00/hour
SECRETARIAL SERVICES (regular time)	$60.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.575 per mile. Over eight hours per day, holidays, Saturday and Sunday work will be charged at the standard rates times 1.50.

SOUTHERN EARTH SCIENCES

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

SOUTEAR-02 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Acceptance Indemnity Insurance — 20010 INSURER C : Great Midwest Ins — 18694 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab Inc X XCU Invluded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO593900110	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593900210	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EMM0000696 01	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900010	2/1/2022	2/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			AE-GM-0000201-01	2/1/2022	2/1/2023	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-01	2/1/2022	2/1/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2022 PAYGO Resurfacing, County Wide, MCR-2022-003 & Commission District 1, MCR-2022-101 Project No. 2023 -3005-04

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by contract. A Waiver of Subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Thirty (30) days' written Notice of Cancellation applies where required by written contract.

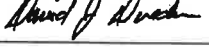
CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5939001010	Effective Date: 02/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2022 Policy No. WC593900010 Endorsement No.

Insured Southern Earth Sciences, Inc. Premium $

Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2022** Policy No. **WC593900010** Endorsement No.**001**
Endorsement Exp: **02/01/2023** Premium $ **INCL**
Insured **Southern Earth Sciences, Inc.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
GLO593900110	02.01.2022	02.01.2023	02.01.2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if yo u are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in o ur records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a co urtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not res ponsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593900110	02/01/2022	02/01/2023	02/01/2022		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l.	Return Prem.
BAP593900210	02.01.2022	02.01.2023	02.01.2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any also an operating an "employee's" th your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered
only

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: BAP593900210

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2022	Countersigned By:
Named Insured: Southern Earth Sciences, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Notification to Others of Cancellation

Southern Earth Sciences, Inc.

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
BAP593900210	02.01.2022	02.01.2023	02.01.2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a co py of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a co py of such written notice of cancellation to the name and address corres ponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH COMPANY	30

All other terms and conditions of this policy remain unchanged.

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RE: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Fri 12/16/2022 1:26 PM
To: White, Jessica <jessica.white@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>

Approved

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Friday, December 16, 2022 7:48 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Re: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Sawgrass Consulting, LLC DBE for 2023-3005-04 2022 PAYGO Resurfacing-Sawgrass Consulting, LLC. Please review and approve.

Additionally, please review and approve Waiver Request in trailing email. Thanks.

From: White, Jessica
Sent: Thursday, December 15, 2022 8:38 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>
Subject: Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing

Attached is the Request for Waiver of DBE 2023-3005-04 2022 PAYGO Resurfacing -Southern Earth Sciences, Inc. Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-04 Current Date 12 / 1 / 22

Project Description 2022 PAYGO Resurfacing, County Wide & County Commission District 1

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. The nature of the work is specialized and the contract value is small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature)	City Engineer (Title)	11/29/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)	CITY ENGINEER (Title)	12/1/2022 (Date)

Approved By (CAO)

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Daves and Gregory, and Mayor Stimpson

Purpose and Scope of Project:

To make new restrooms and other renovations at Langan Park and Public Safety Memorial Park

Amount of Contract:

$3,312,827.00 combined

Funding Source

Project # Langan Park and Public Safety Memorial Park - New Restrooms & Other Renovations PR-031-21/PR-093-21	**Discretionary Funds**
Project String C0531 Parks-Langan Park Amphitheater + C0691 CIP Parks-Public Safety Memorial Park (20002000-48010)	**Contract Number:**C#4214 (C0691) & C#4215 (C0531)
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-031-21/PR-093-21 Langan Park and Public Safety Memorial Park - New Restrooms and Other Renovations	Cover Memo	12/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/22/2022 - 2:47 PM

Capital	Rhodes, Brenda	Approved	12/22/2022 - 3:16 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:54 PM
Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:51 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	HARRIS CONTRACTING SERVICES, INC.	
Project Name:	LANGAN PARK – AMPHITHEATER PAVILION & RESTROOM (PR-031-21) PUBLIC SAFETY MEMORIAL PARK – RESTROOM, SKATEBOARD PARK & SPLASH PAD (PR-093-21)	
Amount:	$1,837,827.00	C0531
	$1,475,000.00	C0691
	$3,312,827.00	TOTAL CONTRACT VALUE

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0531 – PARKS-LANGAN PARK AMPHITHEATER

CAPITAL PROJECT #: C0531 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-031-21

CONTRACT AMOUNT: $1,837,827.00

PROJECT DESCRIPTION: TO MAKE RENOVATIONS OF EXISTING AMPHITHEATER & CONSTRUCT NEW RESTROOM AT LANGAN PARK (4901 ZEIGLER BLVD).

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: Katie Cassil – Secretary III **Date:** 12/20/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0691 – CIP PARKS-PUBLIC SAFETY MEMORIAL PK

CAPITAL PROJECT #: C0691 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-093-21

CONTRACT AMOUNT: $1,475,000.00

PROJECT DESCRIPTION: TO CONSTRUCT NEW RESTROOM & RENOVATE EXISTING SKATEBOARD PARK & SPLASH PAD AT PUBLIC SAFETY MEMORIAL PARK (2301 AIRPORT BLVD).

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: Katie Cassil – Secretary III **Date:** 12/20/2022

AIA® Document A101® – 2017

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

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

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571

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

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

Langan Park – Amphitheater Pavilion & Restroom
4901 Zeigler Boulevard
Mobile, Alabama 36608
PR-031-21
For the construction of a new restroom and improvements to an existing amphitheater pavilion.
And
Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad
2301 Airport Boulevard
Mobile, Alabama 36606
PR-093-21
For the construction of a new restroom, improvements to the skateboard park, and conversion of a fountain to a splashpad.

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

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

The Owner and Contractor agree as follows.

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

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

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

Init.
/
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User Notes:
(1883795819)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

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

[X] Not later than two-hundred seventy (270) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

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

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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 Three Million Three Hundred Twelve Thousand Eight Hundred Twenty-Seven and 00/100 Dollars ($3,312,827.00), subject to additions and deductions as provided in the Contract Documents.

Langan Park:	
Base Bid:	$1,787,827.00
Contingency Allowance:	$ 25,000.00
Site Work Allowance:	$ 25,000.00
Total Bid:	$1,837,827.00
Public Safety Memorial Park:	
Base Bid:	$1,450,000.00
Contingency Allowance:	$ 25,000.00
Total Bid:	$1,475,000.00
Total Contract Sum:	$3,312,827.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

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

Langan Park Contingency Allowance:	$25,000.00
Langan Park Site Work Allowance:	$25,000.00
Public Safety Memorial Park Contingency Allowance:	$25,000.00

Contingency Allowance: Seventy Thousand and 00/100 Dollars ($75,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)
1. Provide and install one (1) trash receptacle, model #CL-36R14 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	$2,500.00
2. Includes excavation, haul off and disposal of unsuitable material.	CY	$59.00

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3. Provide and Install Imported Structural Fill, spread, compaction, and all other necessary construction components for installation. Measurement shall be in place survey.	CY	$65.00
4. Provide and install 4" concrete flatwork per details. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	$11.00
5. Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$6.00
6. Provide and install Asphalt Patch as specified. Include cutting, excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	SY	$45.00
7. Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	SY	$13.00
8. Provide replacement of damaged or deteriorated wood fascia. Refer to Sheet AP201 for depiction of facia that would be replaced if unit price is used. Match existing wood profile in preservative treated wood. Prime and paint.	10 LF	$80.00
9. Provide aluminum faced modified bitumen sheet (equal to Siplast Veral) along ridge of Pavilion Roof. Prepare existing surface and install in accordance with roofing manufacturer's written recommendations.	Roll Width x 10 LF	$10.00
10. Provide new roof sheathing on area to be re-roofed. Include removal of existing, preparation of existing framing for installation of new sheathing and installation of new sheathing. Materials and installation procedures shall be as shown on Structural drawings of similar work on new construction.	32 SF	$400.00
11. Provide excavation and off-site disposal of unclassified excavation material. Measurement shall be by in-place survey.	CY	$59.00
12. Provide excavation and off-site disposal of undercut excavation material. Measurement shall be by in-place survey.	CY	$59.00
13. Provide off-site select borrow compacted in place. Measurement shall be by in-place survey.	CY	$65.00
14. Provide Topsoil from stockpile 6" thickness compacted in place. Measurement shall be by in-place survey.	CY	$12.00
15. Provide off-site select borrow, Loose granular soil backfill material, compacted in place. Measurement shall be by in-place survey.	CY	$30.00
16. Provide 8" Storm Sewer Pipe (PVC) with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10'-0" maximum depth. Measurement shall be by in-place survey.	LF	$60.00
17. Provide 15" Storm Sewer Pipe (PVC) with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10'-0" maximum depth. Measurement shall be by in-place survey.	LF	$80.00
18. Provide 15" Storm Sewer Pipe (RC) in place. Includes excavation, shoring/sheeting and compacted fill		

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User Notes:

(existing soils). 10'-0" maximum depth. Measurement shall be by in-place survey.	LF	$80.00
19. Provide Loose Riprap with Filter Fabric in place. Measurement shall be by in-place survey.	SY	$220.00
20. Provide Grate Inlet (all Pipe Sizes) in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10 ft maximum depth. Measurement shall be by in-place survey.	EA	$8,500.00
21. Provide Storm Sewer Cleanout with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 10 ft maximum depth. Measurement shall be by in-place survey.	EA	$2,400.00
22. Provide 6" Underdrain Pipe with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Measurement shall be by in-place survey.	LF	$12.00
23. Provide Concrete Curb and Gutter in place. Measurement shall be by in-place survey.	LF	$70.00
24. Provide Concrete Header Curb in place. Measurement shall be by in-place survey.	LF	$52.00
25. Provide 8" Ductile Iron Water Pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Cover 30" minimum, 60" maximum. Measurement shall be by in-place survey.	LF	$50.00
26. Provide 6" Ductile Iron Water pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Cover 30" minimum, 60" maximum. Measurement shall be by in-place survey.	LF	$50.00
27. Provide 8" Gate Valve and Box in place. Measurement shall be by in-place survey.	EA	$25.00
28. Provide 6" Gate Valve and Box in place. Measurement shall be by in-place survey.	EA	$25.00
29. Provide Fire Hydrant with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). Measurement shall be by in-place survey.	EA	$6,000.00
30. Provide 6" Ductile Iron Sanitary Sewer Pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	LF	$80.00
31. Provide 6" PVC Sanitary Sewer Pipe with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	LF	$80.00
32. Provide Sanitary Sewer Cleanout with connections and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	EA	$2,140.00
33. Provide Sanitary Sewer Manhole with fittings and in place. Includes excavation, shoring/sheeting and compacted fill (existing soils). 12 ft maximum depth. Measurement shall be by in-place survey.	LF	$80.00
34. Provide Erosion Control Blanket, ALDOT Type S3 in place. Includes staking and all accessories for complete installation. Measurement shall be by in-place survey.	EA	$8,000.00

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User Notes:

SY $18.00

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

§ 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;

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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

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

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

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

§ 5.2 Final Payment

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

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

.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:

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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 Langan Park – Amphitheater Pavilion & Restroom (PR-031-21) and Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad (PR-093-21). All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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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 of Real Estate Asset Management
City of Mobile
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 Avenue
Saraland, Alabama 36571

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

§ 8.5 Insurance and Bonds

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

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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

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

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

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

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

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

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

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

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

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

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

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
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.

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

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

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

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

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

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

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

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

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.

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

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

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

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.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.

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(1883795819)

(Paragraph deleted)

.3 Drawings

Number	Title	Date
	Langan Park	
G001	Title Sheet, Drawing Index, Site Plan & Work Areas	10/28/22
G002	Symbols, Abbreviations, General Notes	10/28/22
LS100	Building Code Summary & Life Safety Plan	10/28/22
C1.0	Overall Site Plan	10/28/22
C1.1	Project Notes	10/28/22
C2.0	Existing Restroom Site Plan	10/28/22
C3.0	Existing Site Survey and Removal Plan	10/28/22
C3.1	New Restroom Building and Existing Pavilion Geometric Plan New Restroom Building and Existing Pavilion Grading Plan	10/28/22
C3.2	Miscellaneous Site Details	10/28/22
C3.3	Waterline Improvements	10/28/22
C4.0	MAWSS Waterline Details	10/28/22
C4.1	Site Plan	10/28/22
AS100	Enlarged Site Plan	10/28/22
AS101	Existing Restroom Site Plan	10/28/22
AS102	General Notes	10/28/22
S001	General Notes	10/28/22
S002	Foundation/Slab Plan	10/28/22
S101	Roof Framing Plan	10/28/22
S102	Masonry Sections and Details	10/28/22
S201	Foundation Sections and Details	10/28/22
S301	Framing Sections and Details	10/28/22
S401	Framing Sections and Details	10/28/22
S402	Floor Plan	10/28/22
A101	Enlarged Toilet Plan	10/28/22
A102	Reflected Ceiling Plan	10/28/22
A103	Roof Plan	10/28/22
A104	Elevations	10/28/22
A200	Sections	10/28/22
A300	Sections	10/28/22
A301	Toilet Elevations & Details	10/28/22
A400	Toilet Elevations & Details	10/28/22
A401	Door Schedule & Details	10/28/22
A600	Signage	10/28/22
A700	Pavilion Plan	10/28/22
AP101	Pavilion Details	10/28/22
AP102	Pavilion Elevation	10/28/22
AP200	Pavilion Photo Details	10/28/22
AP201	Demolition Floor, Roof & Ceiling Plans	10/28/22
AR101	Floor, Roof & Reflected Ceiling Plans	10/28/22
AR102	Renovation Elevations	10/28/22
AR200	Symbols, Abbreviations, General Notes	10/28/22
M100	Enlarged Toilet Plan	10/28/22
M101	Floor Plan-Existing Building	10/28/22
MR101	Symbols, Abbreviations, General Notes	10/28/22
P100	Enlarged Toilet Plan-Potable Water Piping	10/28/22
P101	Enlarged Toilet Plan-Sanitary Waste Piping	10/28/22
P102	Plumbing Details	10/28/22
P103	Riser Diagram	10/28/22
P104	Waste Water Riser Diagram	10/28/22
P105	Demolition Floor, Roof & Ceiling Plans	10/28/22

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PR101	Floor, Roof & Reflected Ceiling Plans	10/28/22
PR102	Symbols, Abbreviations, General Notes	10/28/22
E100	Proposed Reflected Ceiling Plans	10/28/22
E101	Enlarged Toilet Plan	10/28/22
E102	Demolition Floor, Roof & Ceiling Plans	10/28/22
ER101	Proposed Work Flr/Roof/Refec. Ceiling Plans	10/28/22
ER102	Demolition Site Plan	10/28/22
ES100	Proposed Work Site Plan	10/28/22
ES101	Pavilion Demolition Plan	10/28/22
ES102	Pavilion Proposed New Work Plan	10/28/22
ES103	Schedule and Details	10/28/22
ES104		10/28/22
	Public Safety Memorial Park	
	Title Sheet, Drawing Index, Vicinity Map	
G-001	Symbols, Abbreviations, General Notes	10/28/22
G-002	Code Summary, New Restroom & Ex. Pavilion Life Safety	10/28/22
LS-101	Plans	10/28/22
	Site Plan & Connection Details	
C1	Notes/Details	10/28/22
C2	MAWSS Sewer Line Details	10/28/22
C3	Civil Cover Sheet, Notes & Index	10/28/22
C4	Erosion Control Plan	10/28/22
C5	Skate Bowl-Splashpad Grading Plan	10/28/22
C6	Restroom-Pavilion Grading Plan	10/28/22
C7	Civil Details	10/28/22
C8	Existing Conditions	10/28/22
EC100	Landscape Demolition Plan	10/28/22
LD100	Overall Site Plan	10/28/22
LS100	Splash Pad Enlargement	10/28/22
LS200	Skate Park Enlargement	10/28/22
LS201	Hardscape Plan	10/28/22
LH100	Splash Pad Enlargement	10/28/22
LH200	Skate Park Enlargement	10/28/22
LH201	Restroom Pavilion Enlargement	10/28/22
LH202	Hardscape Details	10/28/22
LH500	Hardscape Details	10/28/22
LH501	Hardscape Details	10/28/22
LH502	Landscape Planting Plan	10/28/22
LP100	Landscape Planting Details	10/28/22
LP500	3D Perspective	10/28/22
SK1.0	PC Layout Plan	10/28/22
SK3.0	PC Footing Plan	10/28/22
SK4.0	Site Plan	10/28/22
SK5.0	Information Plan	10/28/22
SK6.0	Color Plan	10/28/22
SK7.0	Layout Plan	10/28/22
SK8.0	Grading + Drainage Plan	10/28/22
SK9.0	Steel Plan	10/28/22
SK10.0	Steel Plan	10/28/22
SK11.0	Construction Details	10/28/22
SK12.0	Construction Details	10/28/22
SK12.1	Splash Pad Plan	10/28/22
LA500	Layout Plan Splash Pad	10/28/22
LA501	Electrical Plan Splash Pad	10/28/22
LA502	Plumbing Plan Splash Pad	10/28/22
LA503	Drainage Plan Splash Pad	10/28/22
LA504	Manifold Plan Splash Pad	10/28/22

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User Notes:

LA505	Manifold Plan Splash Pad	10/28/22
LA506	Manifold Plan Splash Pad	10/28/22
LA507	Manifold Plan Splash Pad	10/28/22
LA508	Slash Pad Details	10/28/22
LA509	Splash Pad Color Application	10/28/22
LA510	Not Used	10/28/22
AS-101	Enlarged Site Plan	10/28/22
AS-102	Restroom Floor Plans	10/28/22
A-101	Pavilion Demo Plan, Floor Plans & Photos	10/28/22
A-102	Restroom Elevations	10/28/22
A-201	Pavilion Elevations & Photos	10/28/22
A-202	Building Section	10/28/22
A-301	Toilet Elevations & Details	10/28/22
A-400	Toilet Elevations & Details	10/28/22
A-401	Door Schedule & Details	10/28/22
A-600	Signage	10/28/22
A-700	General Notes	10/28/22
S-001	General Notes	10/28/22
S-002	Pavilion Foundation Plan	10/28/22
S-100	Foundation Plan, Restroom	10/28/22
S-101	Masonry Wall/Roof Framing Plans	10/28/22
S-102	Masonry Sections & Details	10/28/22
S-201	Foundation Sections & Details	10/28/22
S-301	Roof Framing Sections & Details	10/28/22
S-401	Roof Framing Sections & Details	10/28/22
S-402	Plumbing Schedules and Notes	10/28/22
P-100	Plumbing Plans	10/28/22
P-101	Plumbing Site Plan	10/28/22
P-102	Plumbing Details	10/28/22
P-103	Sanitary Waste Riser	10/28/22
P-104	HVAC Plan	10/28/22
M-100	Electrical Legend and Specifications	10/28/22
E100	Electrical Site Plan	10/28/22
E200	Enlarged Restroom Power & Lighting Plan	10/28/22
E300	Enlarged Splash Pad Power Plan	10/28/22
E400	Electrical Riser and Schedules	10/28/22
E500	Electrical Details	10/28/22
E600		10/28/22

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	10/28/22
010100	Summary	10/28/22
012100	Allowances	10/28/22
012100	Unit Prices	10/28/22
012510	Pre-Bid Substitution Procedures	10/28/22
012600	Contract Modification Procedures	10/28/22
012900	Payment Procedures	10/28/22
013100	Project Management and Coordination	10/28/22
013300	Submittal Procedures	10/28/22
014000	Quality Requirements	10/28/22
014100	Structural Tests & Special Inspections	10/28/22
014110	Schedule of Special Inspections – Langan Park	10/28/22
014111	Schedule of Special Inspections – Public Safety Park	10/28/22
014120	Statement of Special Inspections	10/28/22
014130	Final Report of Special Inspections	10/28/22

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User Notes:

014140	Contractor Statement of Responsibility – Public Safety Park	10/28/22
014141	Contractor Statement of Responsibility – Langan Park	10/28/22
015000	Construction Facilities and Temporary Controls	10/28/22
017000	Execution Requirements	10/28/22
017310	Cutting & Patching	10/28/22
017320	Selection Demolition	10/28/22
017350	Substitution Procedures	10/28/22
017500	Field Engineering	10/28/22
017700	Closeout Procedures	10/28/22
017820	Operation & Maintenance Data	10/28/22
017830	Project Record Documents	10/28/22
	TECHNICAL SECTIONS FOR LANGAN PARK	
DIVISION 2	SITE CONSTRUCITON	
020110	Existing Surfaces Cleaning	10/28/22
021300	Clearing, Grubbing and Demolition	10/28/22
022100	Site Grading	10/28/22
022600	Soil Compaction Control	10/28/22
023610	Termite Control	10/28/22
024116	Structure Demolition	10/28/22
026100	Asphalt Paving	10/28/22
026200	Concrete Paving, Curbs and Walks	10/28/22
026950	Flexible Porous Pavement	10/28/22
027000	Storm Drainage System	10/28/22
027100	Water Distribution System	10/28/22
027200	Sanitary Sewer System	10/28/22
028000	Topsoil, Ground Preparation, and Turfing	10/28/22
028310	Chain Link Fences and Gates	10/28/22
DIVISION 3	CONCRETE	
033000	Cast in Place Concrete	10/28/22
DIVISION 4	MASONRY	
042000	Concrete Unit Masonry	10/28/22
044310	Adhered Manufactured Stone Masonry Veneer	10/28/22
DIVISION 5	METALS	
055000	Metal Fabrications	10/28/22
DIVISION 6	WOOD AND PLASTICS	
061000	Carpentry	10/28/22
061020	Fiber Cement Products	10/28/22
061753	Shop Fabricated Products	10/28/22
061800	Glued-Laminated Construction	10/28/22
064150	Concrete Countertops	10/28/22
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
073113	Asphalt Shingles	10/28/22
076200	Sheet Metal Flashing and Trim	10/28/22
073200	Joint Sealants	10/28/22
DIVISION 8	DOORS AND WINDOWS	
081130	Hollow Metal Doors and Frames	10/28/22
087100	Door Hardware	10/28/22
089119	Fixed Louvers	10/28/22

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User Notes:

DIVISION 9	FINISHES	
096720	Resinous Flooring	10/28/22
099000	Painting	10/28/22
DIVISION 10	SPECIALTIES	
101419	Dimensional Letter Signage	10/28/22
101423	Panel Signage	10/28/22
102113	Phenolic Core Toilet Compartments	10/28/22
102800	Toilet Accessories	10/28/22
	TECHNICAL SECTIONS FOR PUBLIC SAFETY MEMORIAL PARK	
DIVISION 2	SITE CONSTRUCTION	
020700	Selective Site Demolition	10/28/22
022300	Site Clearing	10/28/22
023000	Earthwork	10/28/22
023610	Termite Control	10/28/22
027000	Storm & Drainage	10/28/22
027100	Water Distribution System	10/28/22
027200	Sanitary Sewer System	10/28/22
075100	Cement Concrete Pavement	10/28/22
029000	Plants	10/28/22
DIVISION 3	CONCRETE	
033000	Cast in Place Concrete	10/28/22
033010	Poured in Place Concrete for Skate Parks	10/28/22
033010A	Skateparks Qualifications Form – Attachment A	10/28/22
033713	Shotcrete for Skaterparks	10/28/22
034500	Precast Concrete for Skateparks	10/28/22
034500B	Skatepark Qualification Form – Attachment B	10/28/22
DIVISION 4		
042000	Unit Masonry	10/28/22
044310	Adhered Manufactured Stone Masonry Veneer	10/28/22
DIVISION 5	METALS	
054000	Cold-Formed Metal Framing	10/28/22
0544000	Cold-Form Metal Trusses	10/28/22
055000	Metal Fabrications	10/28/22
DIVISION 6	WOOD AND PLASTICS	
061000	Carpentry	10/28/22
061020	Fiber Cement Products	10/28/22
064150	Concrete Countertops	10/28/22
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
070513	PVDF Roofing Coating	10/28/22
071113	Bituminous Dampproofing	10/28/22
074113	Standing Seam Metal Roof Panels	10/28/22
076200	Sheet Metal Flashing and Trim	10/28/22
073200	Joint Sealants	10/28/22
DIVISION 8	DOORS AND WINDOWS	
081130	Hollow Metal Doors and Frames	10/28/22
087100	Door Hardware	10/28/22
089119	Fixed Louvers	10/28/22

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User Notes:

DIVISION 9	FINISHES	
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099000	Painting	10/28/22
DIVISION 10	SPECIALTIES	
101419	Dimensional Letter Signage	10/28/22
101423	Panel Signage	10/28/22
102113	Phenolic Core Toilet Compartments	10/28/22
102800	Toilet Accessories	10/28/22
DIVISION 11	SPECIAL CONSTRUCTION	
116850	Aquatic Playground	10/28/22

.5 Addenda, if any:

Number	Date
Addendum #1	10/13/22
Addendum #2	10/24/22
Addendum #3	10/27/22

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(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
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

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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 not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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(1883795819)

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)*

(Rows deleted)

William S. Stimpson, Mayor
(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 6 day of December, 2022.

NOTARY PUBLIC
My Commission Expires: 5/22/23

CHRISTINA LEBLANC
NOTARY PUBLIC
ALABAMA STATE AT LARGE

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User Notes:
(1883795819)

EXHIBIT A
SCOPE OF WORK

LANGAN PARK – AMPHITHEATER PAVILION & RESTROOM

Project #PR-031-21

The work of this contract consists of renovation of the existing amphitheater pavilion and constructing a new restroom & parking near the pavilion. Associated work includes the construction of a new fire line to service the facilities.

PUBLIC SAFETY MEMORIAL PARK –RESTROOM, SKATEBOARD PARK, AND SPLASH PAD

Project #PR-093-21

The work of this contract consists of constructing a new restroom near the existing pavilion, renovation of the pavilion, added features to the existing skateboard park and the conversion of an existing fountain to a splash pad.

END OF SCOPE OF WORK

PERFORMANCE BOND GRAL58477

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 Avenue, Saraland, Alabama 36571, hereinafter called the Principal, and Granite RE, Inc., 14001 Quailbrook Dr. Oklahoma City, OK 73134, 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 three million, three hundred twelve thousand eight hundred twenty-seven and xx/100 Dollars ($3,312,827.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Langan Park – Amphitheater Pavilion & Restrooms (PR-031-21), 4901 Zeigler Boulevard, Mobile, Alabama, 36608 and Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad (PR-093-21) 2301 Airport Boulevard, Mobile, Alabama, 36606 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 5 day of December, 2022.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: BRIAN HARRIS PRES, DENT

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, Resident Agent
Company Name: Cobbs Allen
Address: 115 Office Park Dr., Birmingham, AL 35223

205-874-1315
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 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
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

LABOR AND MATERIAL PAYMENT BOND GRAL58477

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 Avenue, Saraland, Alabama 36571, as Principal, and Granite RE, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134, 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 three million, three hundred twelve thousand eight hundred twenty-seven and xx/100 ($3,312,827.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Langan Park – Amphitheater Pavilion & Restrooms (PR-031-21) 4901 Zeigler Boulevard, Mobile, Alabama, 36608 and Public Safety Memorial Park – Restroom, Skateboard Park, & Splashpad (PR-093-21) 2301 Airport Boulevard, Mobile, Alabama, 36606, 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 5 day of December, 2022

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

By: _____ (Signature)

Name and Title: BRANDT 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, Resident Agent
Company Name: Cobbs Allen

Labor and Material Payment Bond

Address: 115 Office Park Dr.
Birmingham, AL 35223
Phone and Fax: 205-874-1315 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

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 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

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Kyle P. McDonald, Assistant Secretary

GR0800-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.Iddd@cityofmobile.org
251.208.7987
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 _____ Total #of Employees 13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 10/14/22

Title: President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $_____ Date: 11/09/22

11/09/22 Description public Safety and Dauphin park improvements

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
Gulf Coast Asphalt	251-266-9198	Asphalt,sitework	265,000	7%	yes	
Rowe Plumbing	251-471-4687	plumbing	400,000	10%	No	
Leblanc Construction LLC	407-680-4411	Concrete, Fencing ,Bmp	230,000	6.5%	Yes	
Mircle Landscaping	251-490-5100	landscaping	60,000	4%	no	
SOS/AAA	251-721-3744	splashpad fence	40,000.00	1%	no	
Wrico Sign	251-458-8589	lettering	6,000.00		no	
Roof Docter	251-943-8682	roof	100,000	3%	no	
Superior Masonay	251-452-1252	masonary	180,000	5%	yes	
Spohn ranch		State Board	300,000	9%		
Site Tech S		Splash park	200,000	5%		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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 cannot answer questions about or make changes to these reports.	
Report Year	2016 2017 2018 2019 2020 2021 2022
Transactions	

Harris Contracting Services, Inc.	
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.

New Search

E-Verify

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	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title Owner
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance	
INSURER B : Integon National Insurance Company	
INSURER C : Hallmark Specialty Insurance Company	
INSURER D : The Sheffield Fund / Evanston Insurance Co	
INSURER E :	
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	BAS121231	09-20-2022	09-20-2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 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	2006107457-04	02-09-2022	02-09-2023	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	79505P22OALI	09-20-2022	09-20-2022	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	600-2022-34095-00	01-01-2022	12-31-2022	[x] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: Langan Park Amphitheater Pavillion and Restroom Project Number: PR-031-21
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>

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-04	02-09-2022	02-09-2023	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	79505P22OALI	09-20-2022	09-20-2022	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	600-2022-34095-00	01-01-2022	12-31-2022	[x] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: Public Safety Memorial Park Restroom, Skateboard Park and Splashpad Project Number: PR-093-21
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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AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:
Matthew C. Anderson, Director, Civic & Cultural Affairs

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Performance Contract with Minnikin Resources, Inc.

Amount of Contract:
NTE $80,000.00

Effective Date of Contract:
1/10/2023

Funding Source

Project # Resolution for Performance 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 Performance Contract with Minnikin Resources, Inc.	Resolution Letter	12/20/2022
Performance Contract with Minnikin Resources, Inc.	Backup Material	12/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/22/2022 - 7:32 AM

Mayors Office	Montgomery, Brandi	Approved	12/22/2022 - 2:26 PM
Legal	Kern, Chris	Approved	12/29/2022 - 11:47 AM
Legal	Kern, Chris	Approved	12/29/2022 - 11:48 AM

2022

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 16th day of November, 2022, 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 May 24, 2022, designated Exhibit "A" which is attached hereto and incorporated herein.

II. COMPENSATION

For services rendered hereunder the City agrees to reimburse Contractor 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. 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 during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the City shall be made periodically within 30 days after receipt of an invoice.

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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, 2023, 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

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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:

Minnikin Resources, Inc.
543 Tower Road
Halifax, Nova Scotia B3H 2X4

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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

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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: President

PROVINCE OF Nova Scotia
COUNTY OF Halifax

I, the undersigned authority in and for said county in said province, hereby certify that Paula M. Minnikin, whose name as President 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 the16 day of November, 2022

_____Notary Public

My Commission Expires:_____

JOSHUA J. SANTIMAW
A Notary Public in and for the
Province of Nova Scotia

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MOBILE ALABAMA

Statement of Work

Mobile Alabama

Mayor's office

Governance Review and Improvement

MINNIKIN RESOURCES INC

DATE LAST MODIFIED: May 24, 2022

VERSION NO: 1.0

DOCUMENT ID: COM22

PREPARED BY: Paula Minnikin

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

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Overview

The City of Mobile has 25 Boards and Commissions appointed by the Mayor and council and an additional ten 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.

The Mayor and his office wish to ensure that the boards and commissions operate within established governance best practices. To accomplish this, the Mayor and his team want to review the governance practices, policies, procedures and structures in these 25 entities. The goal is to understand where each board is now, where it already has best practices, and where it might consider changes or improvements and a path to reaching its desired end state.

Further, the Mayor and his team wish to establish a board orientation and education program that ensures that all members of Mobile's Boards understand their role and participate in reaching the mayor's goal for Mobile to lead the state in governance excellence.

Minnikin Resources Inc has, as one of its core corporate objectives, a stated goal to help improve governance in community-based and not-for-profit organizations.

Minnikin Resources Inc. recognizes that establishing a corporate memory for governance matters requires accessible and approachable governance tools and resources.

Both the Mayor and Minnikin Resources agree that education needs to be developed and implemented such that it can be refreshed and provided in a timely way as new leaders join Mobile's Boards and Commissions. This education will aim to ensure that new members can contribute to their respective boards quickly and create a higher level of board education within the community generally.

Initially, the mayor will select four entities with which Minnikin Resources will work.

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 Mayor and each of the four 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 four 90-minute training sessions on the governance basics to ensure that all members of the Mobile Boards share a standard level of understanding. These sessions will be offered at different times within the same week to provide opportunities for most members to attend.

This training will occur in person on City premises.

An additional three sessions may be provided via zoom at the discretion of the Mayor's Office.

This work will take place between December 2022 and December of 2023.

The milestones for payment will be:

1/3 on Acceptance of this Statement of Work

1/3 on completion of the training sessions and assessment of four entities

1/3 on completion of the improvement plans for four entities.

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. We agree to limit travel to $10000 or less for this engagement.
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 of USD 70,000. This enables the Mayor's Office to 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.

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On execution, one-third of the fixed price will be paid as a deposit. Work begins on receipt of the deposit. Progress payments will be billed according to agreed milestones.

The final payment is paid upon completing the work defined as in scope.

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: 16-11-22

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

PM

MINNIKIN
RESOURCES INC

Minnikin Resources HST# 775110125
543 Tower Road
Halifax, Nova Scotia B3H2X4 CANADA
Email:Paula@Minnikin.ca
Phone: 1-902-483-0390

Invoice #	Client	Date
COM24052022	City of Mobile Alabama	16-Nov-22

Project	Description	Rate/Units	Total (USD)
Governance Review and Implementation	Initial Deposit		23,333.33
		Subtotal	23,333.33
		Tax	0.00
		Travel and Expenses	0.00
		Miscellaneous	0.00
		Balance Due	23,333.33

Due and Payable on Receipt

Payment Information:

Interac e-transfer : AR@Minnikin.ca

Wire Information
Account Holder : Minnikin Resources Inc.
RBC Royal Bank -Spring Garden and Summer Branch
Account number 1031459
Local Bank Transit Number 03413 Institution number: 003
ABA Number 021000021
SWIFT BIC ROYCCAT2

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide landscape architectural services for new pickleball courts at Lavretta Park

Amount of Contract:

$73,250.00

Funding Source

Project # Landscape Architectural Services for New Pickleball Courts at Lavretta Park PR-073-22	**Discretionary Funds**
Project String C0760 CIP-Lavretta Pk Pickleball Courts (20002000-42200)	**Contract Number:**4216
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-073-22 Landscape Architectural Services for New Pickleball Courts at Lavretta Park	Cover Memo	12/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/22/2022 - 2:51 PM
Capital	Rhodes, Brenda	Approved	12/22/2022 - 3:26 PM
Legal	Kern, Chris	Approved	12/29/2022 - 12:15 PM

Mayors Office	Montgomery, Brandi	Approved	12/29/2022 - 2:51 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember 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:	WAS DESIGN, LLC
Project Name:	LAVRETTA PARK – PICKLEBALL COURTS
Project Number:	PR-073-22
Amount:	$73,250.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0760 – CIP-LAVRETTA PK PICKLEBALL COURTS

CAPITAL PROJECT #: C0760 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-073-22

CONTRACT AMOUNT: $73,250.00

PROJECT DESCRIPTION: TO PROVIDE LANDSCAPE ARCHITECTURAL SERVICES FOR NEW PICKLEBALL COURTS AT LAVRETTA PARK (200 EAST PARKWAY ST).

VENDOR NAME: WAS DESIGN, LLC

VENDOR NUMBER: 293962

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 ___ NO X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 12/22/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

for the following Project:
(Name, location and detailed description)

Lavretta Park – Pickleball Courts
200 East Parkway Street
Mobile, Alabama 36608

PR-073-22
For the design and observation construction of new pickleball courts and associated parking

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/
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(1466389369)
User Notes:

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3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Lavretta Park – Pickleball Courts. and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated November 08, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For new construction and renovation designs to Lavretta Park, as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Lavretta Park is Eight Hundred Fifty Thousand and 00/100 Dollars ($850,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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User Notes:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred forty (270) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying
4318 Downtowner Loop North, Building #H
Mobile, Alabama 36609

.2

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James E. Crowe, Landscape Architect
WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535
Email: jcrowe@was-design.com
(251) 344-4023

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect and Civil:

N/A

(Paragraphs deleted)

.2 Electrical Engineer:

N/A

.3 Surveyor:

N/A

.4 Mechanical:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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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.

(Paragraph deleted)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

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6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If

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appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 One (1) inspections for any portion of the Work to determine final completion.
.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

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if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For Lavretta Park:

A. Basic Services Stipulated Sum:	$ 65,000.00
B. .Permitting – Land Disturbance Reimbursable Expenses:	$ 5,000.00
D. Geotechnical Engineering Reimbursable Expenses:	$ 3,250.00
A. Total Contract Amount: (not to exceed)	$ 73,250.00

.2 Percentage Basis

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User Notes:

(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15%)
Design Development Phase	twenty-five	percent (	20%)
Construction Documents Phase	forty	percent (	40%)
Procurement Phase and	five	percent (	25%)
Construction Phase	twenty	(	20%)
Total Basic Compensation	one hundred	percent (	100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

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User Notes:

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

Init. /

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User Notes:

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 E-Verify Documentation
   d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will

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User Notes:

it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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/

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(1466389369)
User Notes:

This Agreement entered into as of the day and year first written above.

City of Mobile	Legal Name of Party to Contract-Consultant WAS Design, Inc.
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	James E. Crowe, Architect *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Sworn to and subscribed for me this 5 day of December, 2022.

NOTARY PUBLIC

My Commission Expires: Notary Public
Alabama State At Large
My Commission Expires 10/26/26

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

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User Notes:

11/08/2022

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Lavretta Park-Pickleball Courts
Mobile, AL
PR-073-22

Dear Shannon:

WAS Design, Inc. is pleased to provide this proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on providing additional recreational facilities for Lavretta Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

James Crowe, PLA
Principal Landscape Architect
Jec

© 2022 WAS Design, Inc.
218 North Alston Street, Foley, Alabama 36535 T. 251.948.7181
www.was-design.com

11/08/2022

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Lavretta Park-Pickleball Courts

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Lavretta Park, Mobile

A. Geotechnical Engineering Services

WAS Design will have soils exploration and geotechnical engineering services provided by Geotechnical Engineering-Testing, Inc. Services will include evaluations, analysis and recommendations for site preparation, construction of pickleball courts including laboratory testing and recommendations. THe following soils tests are included in this proposal:

1. Pickleball Location(1)
2. Parking Location (1)

B. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

C. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is $850,000.00.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Pickleball Courts Plan**

2. **Hardscape/Furnishing/Amenity Plan**
3. **Planting Plan**
4. **Conceptual Grading and Drainage Plan**
5. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

E. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Hardscape Plan**
4. **Site Grading and Drainage Plan**
5. **Site Details**
6. **Construction Details**
7. **Landscape Plan**
8. **Irrigation Plan**
9. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

F. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;

4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

G. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
    a. Pre-Construction Conference after award of bid (on-site) with General Contractor
    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

H. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.

3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Architect, beyond what is detailed in Section G.
5. Approved increase in scope and cost of project exceeding $850,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design

Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Geotechnical Engineering	$3,250.00	Reimbursable
B	Land Disturbance Permit	$5,000.00	Reimbursable
C	Schematic Design	$9,700.00	Fixed fee
D	Design Development	$13,100.00	Fixed fee
E	Construction Documents	$25,900.00	Fixed fee
F	Bid/Negotiation Assistance	$3,300.00	Fixed fee
G	Construction Observation	$13,000.00	Fixed fee
		$73,250.00	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-073-22 Current Date 11 / 7 / 22

Project Description Lavretta Park - Pickleball Courts

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.

I am requesting a waiver of DBE participation because this project will only require one trade to complete the design of the Lavretta Park - Pickleball courts. The single design trade proposed to be contracted will be a Landscape Architect of which there are not any listed DBE Landscape Architect's in this area or that had submitted to the City of Mobile's Request for Qualifications for Various Park projects. The landscape architect does not anticipate the need to contract with any sub-consultants for this project.

Requested By (Department Director)

Carleen Stout-Clark | Interim REAM Director | 11-7-22

(Signature) (Title) (Date)

251-327-7309 Telephone Number

carleen.stout@cityofmobile.org Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd | Supplier Diversity Manager | Nov. 21, 2022

(Signature) (Title) (Date)

Approved By (CAO)

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	WAS DESIGN INC.
Address	256 WACKER LANE NORTH, MOBILE AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-073-22
Project Description	LAVRETTA PARK - PICKLEBALL COURTS
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 13 Female 6 Minority 1 Non-minority 18 SDVO _____ Total #of Employees 19

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE

Signature: James E Crowe Date: 11-22-22

Title: Vice-PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: JAMES E. CROWE Title: Vice-President

Email: jcrowe@was-design.com Phone: 251-344-4023

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 WAS DESIGN INC - Your Bid/Proposal Amount $ /

Date: 11-22-22

____/____/____ Description LAVRETTA PARK - PICKLEBALL COURTS

Name of Bidder/Proposer: JAMES E. CROWE

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
NO SUB CONTRACTORS REQUIRED						

4/5/2021

1344

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WAS DESIGN INC

Contact Person: JAMES E. CROWE Phone 251-344-4023 Email jcrowe@was-design.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

4/5/2021

1346

E-Verify

Company ID Number: 616583

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 **Watkins Acy Strunk Design, Inc**	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	**11/12/2012** Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**11/12/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Watkins Acy Strunk Design, Inc**
Company Facility Address:	**218 North Alston Street**
	Foley, AL 36535
Company Alternate Address:	**218 North Alston Street**
	Foley, AL 36535
County or Parish:	**BALDWIN**
Employer Identification Number:	**203397512**

E-Verify

Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Angel Cowan**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**acowan@was-design.com**		
Name:	**Troy R Strunk**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**tstrunk@was-design.com**		

Alabama Secretary of State

WAS Design, Inc.	
Entity ID Number	000 - 243 - 428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	$1,000
Capital Paid In	$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

WAS Design, Inc.	
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	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	01/22/2019
Director/Manager/Organizer Activity	WATKINS, L CHAD
Transaction Date	01/22/2019
Legal Name Changed From	Watkins Acy Strunk Design, Inc.
Transaction Date	01/22/2019
Principal Office Changed From	GULF SHORES, AL
Transaction Date	01/22/2019
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date	01/28/2019
Agent Mailing Address Changed From	* Added
Transaction Date	01/28/2019
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

Browse Results New Search

WASDE-1 OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ebert Agency, Inc. 222 W. Laurel Avenue Foley, AL 36535 Charles J. Ebert III 251-943-2281	CONTACT NAME: Charles J. Ebert III PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS:
INSURED WAS Design Inc 218 North Alston Street Foley, AL 36535	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto Owners Insurance — 18988 INSURER B : The Sheffield Fund INSURER C : Evanston Insurance Company — 35378J INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Lial GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	38951882	08/07/2022	08/07/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			4995188200	08/07/2022	08/07/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B C	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	X	600-2022-15773-00 3FA5358	01/01/2022 01/01/2022	01/01/2023 01/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lavretta Park - Pickleball Courts - PR-073-22

See Pg. 2

CERTIFICATE HOLDER

CITMOB1

City of Mobile
Architectural Enginnering Dept
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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City of Mobile is included as an additional insured in respect to General Liability and Umbrella. All policies except workers compensation, shall be Primary adn Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Moible with respect to General Liability, Umbrella Liability and Worker Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

Coverage for Workers Compensation is limited to the provisions of the Alabama Workers Compensation Law

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Buckner Company of Colorado
6400 S. FIDDLERS GREEN CIRCLE, SUITE 950
Greenwood Village CO 80111
License#: 480397
WASDESI-01

CONTACT NAME: Kasey Heupel
PHONE (A/C, No, Ext): 13037563418 **FAX (A/C, No):**
E-MAIL ADDRESS: denver@buckner.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WAS Design, Inc.
218 N. Alston
Foley AL 36535

COVERAGES **CERTIFICATE NUMBER:** 310284822 **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	
	ANYPROPRIETOR/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	$
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate	2,000,000
							Per Claim	1,000,000
							Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Layretta Park - Pickleball Courts PR-073-22

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1627

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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WATKCH2 OP ID: KF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Ebert Agency, Inc. 222 W. Laurel Avenue Foley, AL 36535 Kathryn Y Frank 251-943-2281	CONTACT NAME: Kathy Frank PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS:
INSURED Chad Watkins 406 W. Verbena Ave. Foley, AL 36535	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Progressive Specialty Ins Co — 32786 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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO			56276745	10/08/2022	04/08/2023	BODILY INJURY (Per person)	$ 100,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	☐ 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)

Lavretta Park - Pickleball Courts - PR-073-22

CERTIFICATE HOLDER CITMOB1

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

Kathryn Y Frank

ACORD 25 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Councilmember Small and Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	12/29/2022
packet	Cover Memo	12/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/29/2022 - 3:29 PM

R E S O L U T I O N

Sponsored by*:* Mayor Stimpson and Councilmember 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 PFM Group, for a third-party validation study regarding altering the corporate limits of the city of Mobile 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

December 29, 2022

To: Mayor Sandy Stimpson and Mobile City Council
City of Mobile, AL

From: David Eichenthal, Managing Director
Danielle Scott, Director

RE: Review of City of Mobile Analysis of Financial Impact of Proposed West Mobile Annexation

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PFM's History and Experience

PFM was founded in 1975 on the principle of providing sound and independent financial advice to governmental and non-profit entities. Today, the PFM Group of affiliated companies has more than 350 employees at over 30 locations nationwide, including our office in Huntsville, Alabama.

PFM has been a partner to the City of Mobile since 2014 providing both transactional and non-transactional advisory services:

- 2014: Developed detailed credit rating presentation for Moody's discussing new administration's vision and new initiatives resulting in rating maintenance w/ negative outlook.
- 2015: WAVE Transit Benchmarking Analysis.
- On-going Client Training; fund balance policy recommendations.
- Over the past 8 years PFM has assisted with evaluating and executing bond refinancing transactions totaling $213.5 Million in refunding par, generating $20.9 Million in net present value savings for the City:
    - Series 2016: partnered with PFM's Arb Rebate team related to IRS appeal to reduce IRS penalty from $4.6M to $50,000.
    - Series 2016C: S&P rating upgrade from A- to AA-.
    - Through bond refundings, reduced overall debt by $5.9 Million during that time.
    - Series 2017AB – secured OMS escrow portfolio resulting in $62,000 in savings over SLGS portfolio.
- 2021: S&P Rating upgrade from AA- to AA.
- 2022: Evaluated debt capacity and detailed credit comparison.

Primary services for this engagement will be delivered by PFM Group Consulting LLC, the PFM affiliate for the firm's Management and Budgeting Consulting practice (MBC).[1] The mission of our MBC professionals is to help local and state government leaders develop comprehensive strategies to overcome their financial challenges, improve the efficiency of their day-to-day operations, and align their resources to their community's long-term goals.

As a result, we work at the intersection of policy, operations, and finance to help solve our clients' toughest problems, with decades of experience in public sector management, operations, policy, and budget issues. Our experienced consultants — many of whom are former senior local government officials — focus on the complex challenges faced by public sector leaders, and deliver in-depth analysis and creative, implementable ideas that can truly make a difference.

[1] PFM Group Consulting LLC is one of several affiliates that are indirect, wholly owned subsidiaries of a holding company. The firm is 100% owned by its Managing Directors, who set the firm's strategic direction, two of whom would be a part of our team for this engagement.

The Management and Budget Consulting practice is multi-faceted and offers local government clients specialized expertise.

The Center for Budget Equity & Innovation (CBEI) stands at the intersection of equity, policy, operations, and finance – engaging communities across the country to stand at the forefront of innovation to ensure inclusivity and fairness in government policy, budget, and administration. CBEI is committed to seeing all residents represented in government policy, budget, and decision-making. We know that local governments in particular carry both an enormous burden and opportunity to impact the lives of residents and stakeholders. Without a clear perspective on equity, elected officials and administrators may overlook disparities and miss opportunities to apply resources effectively. Our goal is for our equity work to support our clients as they address institutional and structural barriers; evaluate burdens, benefits, and outcomes; and create solutions that promote fairness and belonging in their communities. Through our analytical, financial, and critical thinking approach to equity, CBEI takes a comprehensive approach to integrating equity into government strategies and outcomes.

The **Center for Justice and Safety Finance (CJSF)** was created to support state and local governments in developing and implementing safety and justice policies that are effective and efficient in the advancement of both civil rights and civil order. Without both civil rights and civil order, neither can be achieved. With our fiscal expertise, we know that the smartest budget policy is often the one that most advances justice. The CJSF team has significant experience helping criminal justice and public safety systems drive reforms, improve outcomes, and reduce costs. Our approach underscores how public safety and criminal justice systems impact local government budgets and how financial and budget decisions can drive policy and operations. More importantly, it emphasizes how these essential systems affect people, families, and communities daily.

The **Economic and Real Estate Consulting** group specializes in economic and fiscal impact analysis as well as econometric forecasting and related capabilities. The ERC team prepares impact analyses that measure the effects of changes in economic activity as well as fiscal impact effects from changes in government revenue and spending. Economic impact analyses include the effects of government incentive programs, real estate development projects, and the effects of capital investments in publicly funded facilities such as toll roads, utilities, convention centers and other facilities. Fiscal impact analysis identifies how government revenue streams such as property tax or sales tax fund government service costs such as police, fire, and recreation, within cities, counties, and school boards.

The **Fiscal Recovery and Financial Planning** group has long set the standard for multi-year financial plans in government. As the nation's leader in helping state and local governments solve their toughest fiscal problems, we have assisted clients large and small to chart a course for more sustainable fiscal health and have supported some of the nation's most successful municipal and school district turnarounds. PFM has also conducted studies related to the budgetary implications of annexation – conducting a third party review of an annexation analysis for the City of San Antonio and an assessment of proposals for de-annexation in Memphis and Shelby County, Tennessee.

PFM knows that budgets and financial plans are more than just math. While balanced budgets are essential, the hard work of governing is balancing the requirement for fiscal stability and sustainability with goals of increased economic competitiveness and quality of life for residents.

The **Health and Human Services Consulting** group helps human services agencies improve performance and achieve outcomes with careful analysis; research and sharing best practices; recommendations related to process improvements; diagnosing the root cause of performance challenges; and comprehensive reviews of staffing, organizational, and technology systems to optimize productivity and effectiveness to benefit human services clients. PFM understands the complex set of

interrelated funding streams that support social services and uses that expertise to help clients fulfill federal and state requirements, explore, and plan for new initiatives, and increase revenue.

The **Schools** group is grounded in an in-depth understanding of the education sector. Built from a foundation of working relationships with superintendents, school board members, school finance officials and state-appointed school district overseers, we offer a unique perspective and insights at the intersection of municipal finances and operations and education policy and outcomes. Our team has worked with school districts of all sizes around the nation to evaluate finances, align spending with priorities, and develop actionable plans to provide sustainable funding for school operations. We have prepared financial and operational analyses used by school administrators to move from reacting to crises to proactively addressing their most pressing financial and performance challenges.

The **Workforce Strategy** group draws on extensive expertise in operations and workforce analysis, from overtime evaluations to cost savings reviews. We are more than just financial analysts; we have "been there" as labor negotiators and government officials and improving public sector management and budget performance is our primary focus.

The PFM Team for the City of Mobile



David Eichenthal will serve as Engagement Manager for this project. Mr. Eichenthal joined PFM in 2011 and has been a Managing Director with PFM's Management and Budget Consulting practice since 2014. He leads the firm's New Orleans office and his home is in Chattanooga, Tennessee.

From 2013 to 2021, Mr. Eichenthal was the Executive Director of the National Resource Network (NRN, or "the Network"), a consortium of organizations that has provided cross-cutting technical assistance to more than 60 economically challenged communities across the nation: the Network's efforts were funded by $10 million from the U.S. Department of Housing and Urban Development and a $4 million grant from the Laura and John Arnold Foundation.

Mr. Eichenthal has led the development of multi-year financial plans for Houston, TX (2017) and Memphis, TN (2013), as well as an operational efficiency study of Youngstown, OH (2012). In Alabama, he has overseen a series of engagements for Mobile County and supported the work of PFM Financial Advisors in the Jefferson County bankruptcy.

Since 2019, Mr. Eichenthal has overseen all of PFM's work with Harris County, Texas. He led the development of a County Operational Review, which included detailed reviews of more than a dozen county departments reporting to the Commissioners Court. PFM's recommendations in Harris County led to the appointment of the first-ever County Administrator and a complete reform of the County's budget process. Mr. Eichenthal also led the detailed management review of Harris County Precinct One.

Mr. Eichenthal was the Engagement Manager for PFM's work on annexation in San Antonio and Memphis.

Prior to joining PFM, Mr. Eichenthal was finance officer and director of performance review for the City of Chattanooga where he oversaw the development of the City's $150 million budget, implementation of one of the nation's first 311 systems, and creation of a citywide performance management initiative and managed 175 employees across functions including the City's Purchasing Department.

Mr. Eichenthal co-authored The Art of the Watchdog: Fighting Fraud, Waste, Abuse, and Corruption in Government, a book *The New York Times* called “required reading for any government executive (and)… a timely reminder of the necessity for holding appointed and elected officials accountable."

Mr. Eichenthal has presented at the Government Finance Officers Association and the Association of Government Accountants annual conferences. He has taught college courses in American government, public policy, public administration and criminal justice at New York University, Georgia State University, Baruch College and the University of Tennessee at Chattanooga.

Mr. Eichenthal holds a B.A. in Public Policy from the University of Chicago and a J.D. from the New York University School of Law.



Danielle Scott is a Director with PFM’s Management and Budget Consulting practice and co-leads PFM’s Center for Budget Equity & Innovation. Ms. Scott plays a key role in projects where the firm provides equity, budgetary, and financial analysis, reviews local government operations and develops multi-year financial plans to help local governments overcome their fiscal challenges. She helps clients develop long-term blueprints for fiscal, economic, and community sustainability.

In addition to co-leading PFM’s emerging equity practice, Ms. Scott is actively involved in PFM’s efforts to develop client understanding and implementation of recovery initiatives associated with COVID-19 and the American Rescue Plan Act (ARPA). She has supported clients on a variety of ARPA issues including San Antonio, TX, Dallas, TX, Hialeah, FL, Grant County, MN, and Faribault County, MN. She is currently engaged in Shelby County, TN and Albany, NY on ARPA-related work. In July 2021, Ms. Scott co-authored “Leveraging American Rescue Plan Act Funds for Youth Outcomes” with the Children’s Funding Project and the UP Partnership. She participated on a Government Finance Officers Association (GFOA) panel on ARPA funding at the 2022 Annual Conference. In 2021 and 2022, Ms. Scott presented at GFOA Alabama’s Summer Conference on Key Strategies and Promising Practices to Implement the American Rescue Plan Act (2021) and The American Rescue Plan (ARP) “When Free Money Runs Out” (2022).

Ms. Scott served as the day-to-day project manager for PFM's Countywide Operational Review for Harris County, TX. Ms. Scott continued to work with Harris County departments on the FY 2022 budget to identify and develop outcomes-based performance measures and other data-driven innovations. She supported PFM's multi-year financial plan work in Houston and provided multi-year forecasting for Missouri City, TX. She is currently engaged in San Antonio, TX to develop a "Future Ready Plan" dedicated to improving racial and ethnic equity in both education and employment outcomes for youth.

Ms. Scott brings the project team strong experience with stakeholder engagement and the inclusion of diverse perspectives in public sector planning. Ms. Scott facilitated development of a community-driven plan for Danville, VA to identify equitable uses of new casino revenue by identifying guiding principles, facilitating community engagement, conducting equity mapping, and aligning community feedback and best practices to actionable recommendations to City leadership. Since July 2021, Ms. Scott has co-led creation of a pilot Citywide Equity Framework for the City of Norfolk, VA, focused on five departments that include Planning, Neighborhood Services, and Housing and Community Development.

Ms. Scott has also advised public sector clients nationally on a broad range of organizational and budget strategies. This work has included multi-year financial planning for the Cities of Houston, TX and

Trenton, NJ, strategic and budget advice for Hartford, CT, and budget forecast modeling for the cities of Compton and Richmond, CA. Ms. Scott has led presentations for the Texas Government Finance Officers Association, Virginia Governor's Infrastructure Financing Conference, and National Public Employer Relations Association, and has provided technical assistance to the City of Birmingham, AL under the Bloomberg Philanthropies City Budgeting for Equity and Recovery initiative.

Ms. Scott holds a B.A. in Political Science from Howard University and was recognized by Women in Public Finance with the association's national Rising Star Award for 2021.



David Benson is a Senior Managing Consultant with PFM who brings extensive experience in local government management and federal grant requirements. Based in the PFM's Austin office, he will provide senior-level operational and logistical support. With PFM, Mr. Benson's work includes supporting equitable investment of casino-generated revenue for the City of Danville, VA and helping Harris County, TX create a new mission and goals to guide delivery of County services; he is currently supporting implementation of a Future Ready Plan in Bexar County (San Antonio), TX and is engaged in PFM's ARPA-related work in Shelby County, TN.

Prior to joining the firm, Mr. Benson's experience included roles in various cities as a mayor's chief of staff, assistant city manager, and chief of staff to the City of Houston's chief financial officer. His work with the City of Houston included assignment to the City's Hurricane Harvey recovery team, where he guided housing-related procurements in accordance with federal requirements.

Mr. Benson holds a master's degree in public administration from the University of Houston and a B.A. in American studies from Yale University.

Proposed Scope of Work

Pursuant to Section II (C) of Mobile City Council Resolution 02-1134 of 2022, PFM will act as the third party validator and review the City's process, conclusions and underlying assumptions, determining their reasonableness and comparing the City of Mobile's annexation analysis process to national best practices.

- PFM's best practices review will be based on research on other annexation studies summarized in PFM's 2016 report to the City of San Antonio and more recent best practice analyses by national organizations (e.g. as ICMA, Brookings, Lincoln Institute of Land Policy, American Planning Association, Urban Land Institute) and state organizations (e.g. Municipal Research and Services Center).

- PFM will review all documents developed by the City of Mobile and any supporting data and analysis.

- PFM will interview City of Mobile officials responsible for developing the financial analysis - including but not limited to the CFO and Revenue Director.

- PFM will interview officials from City of Mobile Planning and Zoning and Engineering Departments.

- PFM will interview City officials responsible for departments that will be potentially impacted by the annexation if it goes forward – Build Mobile, Engineering, Environmental Services, GIS, Neighborhood Development, Police, Public Works, Revenue, Stormwater Management and Traffic Engineering.

Based on interviews and document and data review, PFM will develop a memo to the Mayor and City Council summarizing its findings and recommendations.

Upon request, PFM will present its findings and recommendations at a meeting of the Mobile City Council.

Proposed Timeline

The team anticipates work on the project will begin in December 2022. Project completion is anticipated by February 17, 2023. The proposed timeline and key milestones to complete the project are:

Week of December 26:	Review of best practices and other background information
Week of January 2:	Request documents and data from the City of Mobile
Week of January 9:	Receive all requested documents and data from City of Mobile
Weeks of January 16 and 23:	Review of documents and data Develop interview discussion guides
Week of January 30:	Interviews with City officials
Week of February 6:	Draft memorandum to Mayor and City Council
Week of February 13:	Submit draft memorandum to Mayor and City Council
Upon Request:	Presentation to City Council

Proposed Cost

For the services outlined in the scope of work, PFM proposes a fixed fee of $55,000. If there is a need for PFM to perform additional work (e.g. review additional annexation scenarios), PFM will bill for those additional hours at the following hourly rates:

- Managing Director - $375
- Director - $350
- Senior Managing Consultant - $300
- Senior Analyst/Analyst - $275

In addition, PFM would be reimbursed at cost for travel and expenses. All cost under the proposed contract will be capped at $100,000.

We look forward to working with the City of Mobile on this important effort. If you have any questions or if we can provide any additional information, please reach out to David Eichenthal at eichenthald@pfm.com or by phone at (423) 637-8085 or Danielle Scott at scottd@pfm.com or by phone at (504) 930-7690.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	12/27/2022 - 12:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

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	12/27/2022 - 12:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/3/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/22/2022 - 12:05 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane,
and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane,
extending to the Northwest corner of Dauphin Island Parkway and Faye Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, zand 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street) from R-1, Single-Family Residential District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF

DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 6th day of January, 2023 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON

ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Duplantis Design Group, PC
1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street)
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 21, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Duplantis Design Group, PC** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Evan Geerts
Duplantis Design Group
3703 Old Shell Road
Mobile, Alabama 36608

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Subdivision application.

The Commission recommends this application Approval for the following reason:

1) **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

The rezoning should be subject to the following condition:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $379.75. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-002132-2022

Application Submission
Contact Information

Name of Project DIP I-10

Address 1701 Dauphin Island Parkway

Owner DIP I-10

Address 3201 Dauphin Street Suite A Zip Code 36606

Phone _____ Fax _____ Email _____

Authorized Agent Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

DDG

BROAD VISION. EXPERT FOCUS.

July 18th, 2022 (Revised 8/2/22)

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605. As requested by planning, this letter has been revised to correct the requested zoning to B-3, consistent with the submitted application and the adjacent parcels.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

BROAD VISION. EXPERT FOCUS.

July 18th, 2022

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-3 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

Affidavit of Ownership and Authorization

We, the undersigned owners of the property described below hereby:

1. Request resubdivision for the subject property.
2. Request rezoning of a portion of the subject property.
3. Grant permission, if required, to the City of Mobile or its agent(s) to erect a sign on said property for the purposes of public notice associated with the requested action(s).
4. Authorize the applicant(s) listed below to act on our behalf in the subject application with the City of Mobile and the boards, commission, committees, or other public bodies thereof, and other Authorities Having Jurisdiction associated with the action requested.
5. Acknowledge that we have read and understood the requirements and procedures for such application and the laws, codes, and regulations pertaining thereto.

Petitioned Property

Address: 1710 Dauphin Island Parkway, Mobile, AL 36605

Section: 34 Township: 05S Range: 01W

Parcel Number(s): Multiple, see below

Owner(s) of Petitioned Property

Parcel ID, Lot #:	3204340003127001, 3204340003127XXX, 3204340003128XXX, 3204340003135XXX, 3204340003134XXX, 3204340003133XXX, 3204340003129XXX
Parcel Owner:	DIP 1-10, LLC
Mailing Address:	3201 Dauphin Street Suite A
City, State & Zip:	MOBILE, AL 36606
Email:	
Phone:	
Signature:	
Printed Name:	John White-Spunner
Date:	
Title:	

Authorized Applicant

Name: Duplantis Design Group, PC c/o Evan M. Geerts or Designee

Company: Duplantis Design Group, PC

RESUBDIVISION OF
LOTS 6, 7, 10 & 11 AND PARCELS A & B
BLOCK 2 OF HAKANSON SUBDIVISION
INTO
PARCEL 1

SECTION 34, TOWNSHIP 5 SOUTH - RANGE 1 WEST,
MOBILE COUNTY, ALABAMA

NOTES:
GRID NORTH, ALABAMA STATE PLANE WEST ZONE,
NAD 83 (2) (DERIVED FROM NR OPUS SOLUTION.

ACCEPTANCE OF OWNER

HITTSON LLC

BY: BLACKWOOD WHITE-SPUNNER - MANAGER

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT BLACKWOOD WHITE-SPUNNER, WHOSE NAME AS MANAGER OF HITTSON LLC, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE AFORE-INSTRUMENT, HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE
DAY OF _____

_____
NOTARY PUBLIC

PLANNING COMMISSION

_____
PLANNING COMMISSION

TRAFFIC ENGINEER

_____
TRAFFIC ENGINEER

CITY ENGINEER

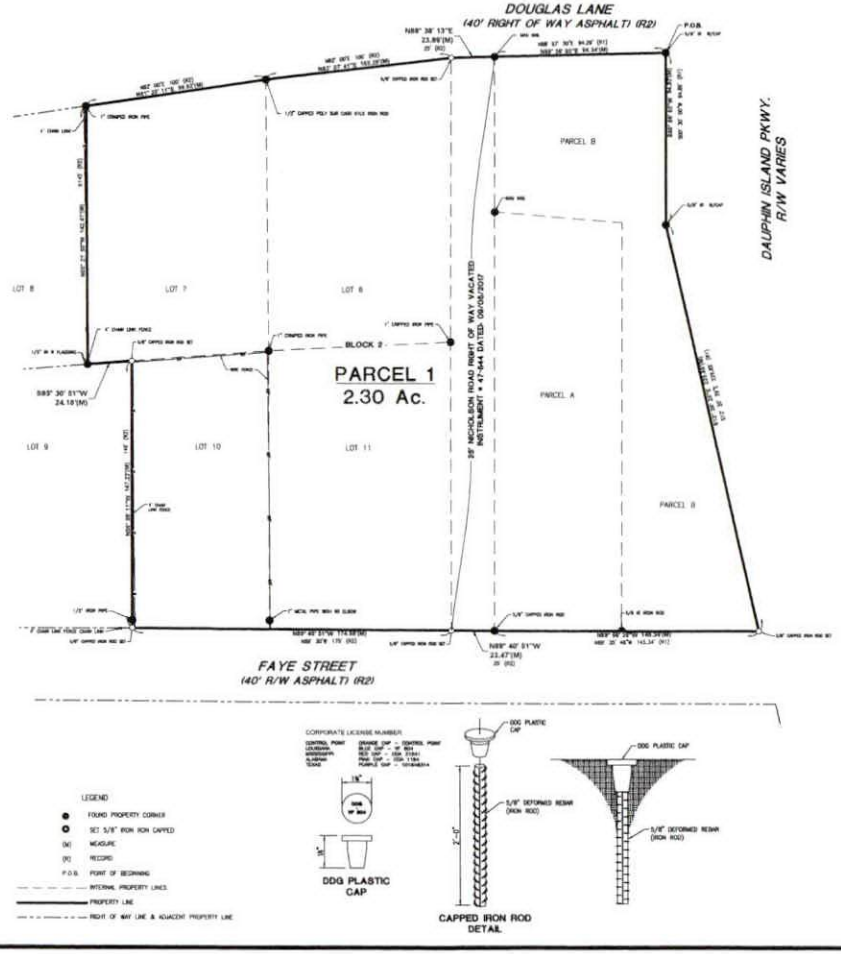
_____
CITY ENGINEER

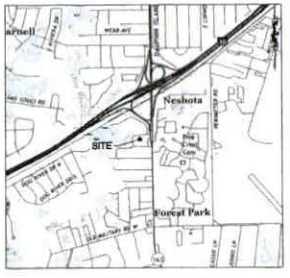
PARCEL 1 DESCRIPTION:

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10 & 11 AND PARCELS A & B, BLOCK 2, OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY OF DOUGLAS LANE AND ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°58'35"W A DISTANCE OF 94.83 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°36'28"E A DISTANCE OF 229.66 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°58'28"W A DISTANCE OF 145.34 FEET TO A 5/8" CAPPED IRON ROD; THENCE ALONG SAI NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'31"W A DISTANCE OF 23.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N89°40'31"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S89°36'51"W A DISTANCE OF 24.18 FEET TO A 1/2" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'36"W A DISTANCE OF 140.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N67°35'11"E A DISTANCE OF 89.82 FEET TO A 1/2" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N63°07'41"E A DISTANCE OF 152.28 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N89°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N89°38'13"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.30 ACRES MORE OR LESS AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED JUNE 30, 2022, PROJECT NO. 21-892, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.





VICINITY MAP

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01080C0564L, DATED 06/05/2020, AND IS SHOWN TO BE IN FLOOD ZONE "X-SHADED".
2. NO STRUCTURE SHALL BE LOCATED IN ANY EASEMENTS UNLESS APPROVED BY THE EASEMENT HOLDER.
3. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN 19 AND THE RULES FOR EROSION AND SEDIMENTS ION CONTROL AND STORM WATER RUNOFF CONTROL.
4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF A NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
6. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (ACT 629 OF THE 1984 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1961, P. 1467), AS AMENDED, AND THE CITY CODE CHAPTERS 57 AND 65). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED RESIDENTIAL SITES IN HISTORIC DISTRICTS AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.
9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
10. BEARING AND DISTANCES ON THE PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83-WEST ZONE)
CONVERGENCE ANGLE= -00° 17' 59.94"
SCALE FACTOR= 0.99997648
CLASS "B" SURVEY

REFERENCES

1) ALTA/NSPS LAND TITLE SURVEY OF PROPERTY AT 1710 NICHOLSON ROAD, BY: MCCRORY WILLIAMS, INC.
2) HAKANSON SUBDIVISION PLAT RECORDED IN MAP BOOK 4, PAGES 55-56.
3) RESOLUTION ASSENTING TO VACATION OF A PORTION OF THE RIGHT OF WAY OF NICHOLSON ROAD BY DP 1-10, LLC. INSTRUMENT # 47-544, DATED: 09/05/2017.

UTILITY LOCATIONS

UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE UTILITY FEATURES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

DATE OF PLAT: 06/30/2022

SHAWN P. MACMEKAMIN, PLS
AL REG. 36176-S
SMACMEKAMIN@DDGPC.COM

SCALE IN FEET
30' 15' 0 30' 60' 90'

REVISION	BY

DUPLANTIS DESIGN GROUP, PC
SURVEY
16564 Brewster Road, Suite 101
Covington, LA 70433
Phone: 985.249.6180 \\ Fax: 985.249.6190
1308 Camellia Blvd, Suite 200
Lafayette, LA 70508
www.DDGPC.com

DDG
DUPLANTIS DESIGN GROUP

RESUBDIVISION
MOBILE, ALABAMA
MOBILE COUNTY

FOR:
WHITE-SPUNNER INVESTMENTS

DRAWN	SJO
CHECKED	SPM
PROJECT NO.	21-892
FILE	21-892_S_06272022
SHEET	1 – 1

S:\21-000\21-892 DWG # 11(1)\DWG\21-892_S_06272022.dwg

KEVIN J & HEATHER M WICHMANN
2054 FAYE ST
MOBILE, AL 36605

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO, MS 39367

CLARK OIL COMPANY INC
721 STATION ST
WAYNESBORO, MS 39367

FULL GOSPEL NATIVE
PO BOX 7598
PRYOR, OK 74362-0890

S E CEMETERIES OF ALABAMA INC
PO BOX 5347
MOBILE, AL 36605

S E CEMETERIES OF ALABAMA INC
PO BOX 5348
MOBILE, AL 36605

SEAFARERS BUILDING CORP
1640 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

ABSOLUTE MGT, LLC
PO BOX 50344
MOBILE, AL 36605-0344

FULTON ROAD BAPTIST CHURCH
1800 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

TIMOTHY & GLORIA JENKINS
2004 MAGNOLIA LN
MOBILE, AL 36605-3011

CLYDE JENKINS OR WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

ROSEMARY G FLOWERS
2054 MAGNOLIA LN
MOBILE, AL 36605-3011

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON & BELINDA MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

JONATHAN MICHAEL BOONE
954 LOUISE AVE
MOBILE, AL 36609-5115

CLYDE D JENKINS JR
2004 MAGNOLIA LN
MOBILE, AL 36605

CITY OF MOBILE
P O BOX 1826
MOBILE, AL 36633

C/O CITY OF MOBILE LEGAL DEPT
P O BOX 1827
MOBILE, AL 36633

WH CAPITAL LLC
P O BOX 6450
NORCROSS, GA 30091

A & Z MANAGEMENT SERVICES INC, C/O
DIP I-10 LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

WILSON & BELINDA J MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

MICHAEL WATTS
1211 GORGAS ST
MOBILE, AL 36605

KKJ HOLDINGS LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: August 18, 2022

APPLICANT NAME Duplantis Design Group, PC

SUBDIVISION NAME Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

LOCATION 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

CITY COUNCIL DISTRICT Council District 3

PRESENT ZONING R-1, Single-Family Residential District and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 2.3± Acres

CONTEMPLATED USE Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS **Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street).

C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Provide a new Subdivision Title.
E. Change the new lot designation from "PARCEL 1" TO "LOT 1".
F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 33,000 sf.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Dauphin Island Parkway (State Highway 163) is an ALDOT maintained roadway. Driveway number, size, location, and design to be approved by ALDOT (Dauphin Island Pkwy) and Traffic Engineering and conform to AASHTO standards. Any new

on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

TIME SCHEDULE FOR DEVELOPMENT None provided

REMARKS The applicant is requesting Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

The site has been given a Low Density Residential (LDR) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of

individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way. The lot size is depicted in acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in square feet and acres should be provided on the Final Plat.

The site has frontages along Dauphin Island Parkway, Faye Street, and Douglas Lane. Dauphin Island Parkway, a proposed major street on the Major Street Plan and an ALDOT maintained roadway, should have a minimum 100-foot right-of-way, and is indicated as having a right-of-way that varies. The plat should be revised to depict the minimum existing right-of-way width, and if less than 100-feet, dedication may be necessary to provide 50-feet from the centerline. Faye Street, is a minor street without curb and gutter, therefore it should have an associated right-of-way of 60-feet. The preliminary plat illustrates Faye Street as having an existing right-of-way of 40-foot, making dedications necessary to provide 30-feet from the centerline. Douglas Lane, is a minor street with curb and gutter adjacent to a portion of the site, therefore it should have an associated right-of-way of 50-feet and 60-feet. The preliminary plat illustrates Douglas Lane as having an existing right-of-way of 40-feet, making dedications necessary to provide 25-feet and 30-feet from the centerline. Nicholson Road is a right-of-way that bisects the site, was vacated in 2017, and is included as part of the subject property.

The preliminary plat does not illustrate the 25-foot minimum building setback line along any street frontage. If approved, the setback should be depicted on the Final Plat, along all frontages, adjusted for dedication.

In regards to access management, a note stating Traffic Engineering comments should be placed on the Final Plat, if approved.

The existing site is mostly undeveloped, with an existing dwelling and accessory structure located on a portion of the site. If approved, one or both of these structures should be demolished, with permits, so as to prevent multiple structures from being located on a single commercial site.

It should be noted that the portion of the site to the East of the vacated Nicholson Road had similar, previous one (1)-lot Subdivision and Rezoning applications before the Planning Commission at its March 3, 2016 meeting, however the applications were withdrawn.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, across Douglas Lane, by B-3, Community Business District; to the West, by B-2, Neighborhood Business District developed residentially; to the South, across Faye Street, by R-1, Single-Family Residential District; and to the East, across Dauphin Island Parkway, by B-3 and R-1 property.

The applicant states the following to address the rational for the zoning request:

> *DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.*
>
> *Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.*
> *There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.*
>
> *We appreciate the Planning Commission's and City's continued assistance with this important development effort.*

Section 64-9.A.2.b. of the Zoning Ordinance states that new B-2 districts should contain a minimum of two (2) acres, unless abutting an existing commercially or industrially zoned property.

As the proposed lot to be rezoned is 2.3± acres, and contains existing B-2 zoning, this site meets the recommendations for the creation of a new B-2 district. Furthermore, if approved without the rezoning as proposed, the Subdivision would result in a split-zoned lot.

As there is no specific development proposed for the lot at this time, no site plan depicting a proposed development was submitted with the application. It should be noted that if approved, the site will be required to be developed under full compliance with the Zoning Ordinance.

Finally, it should be noted that a sidewalk will be required to be constructed at the time of development along all street frontages, unless a sidewalk waiver is granted by the Planning Commission.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) either dedication to provide 50-feet from the centerline of Dauphin Island Parkway or revision of the plat to show sufficient right-of-way currently exists;
2) dedication to provide 30-feet from the centerline of Faye Street;
3) dedication to provide 25-feet from the centerline of Douglas Lane where it has curb and gutter;
4) dedication to provide 30-feet from the centerline of Douglas Lane where it does not have curb and gutter;
5) provision of the lot sizes in square feet and acres, adjusted for any dedication;
6) illustration of the 25-foot minimum building setback lines along all street frontages, adjusted for any dedication;
7) full compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street). C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Provide a new Subdivision Title. E. Change the new lot designation from "PARCEL 1" TO "LOT 1". F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 33,000 sf. H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*

8) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
9) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
10) compliance with the Fire Department comments: *All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

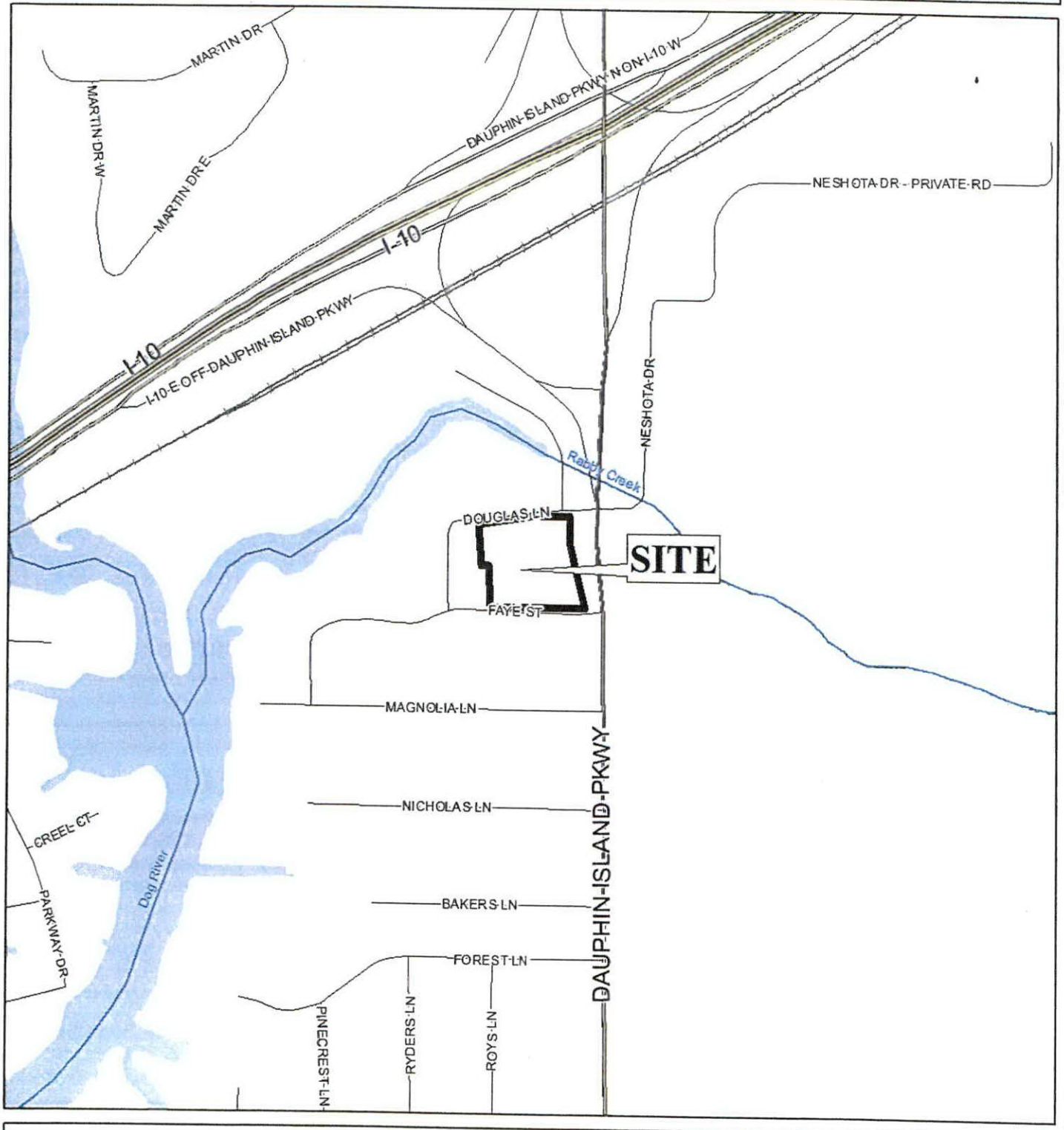
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following condition:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

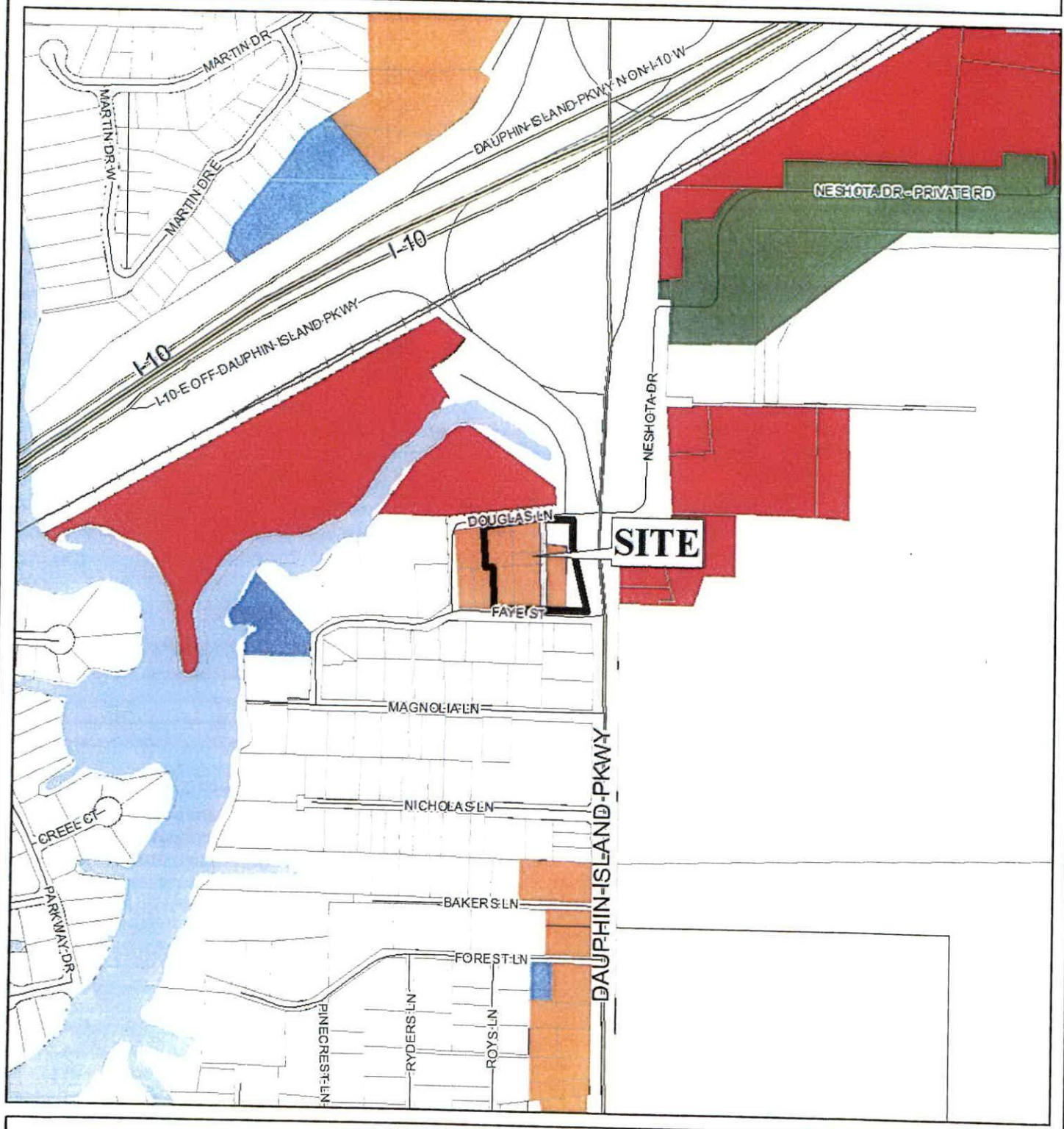
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE August 18, 2022

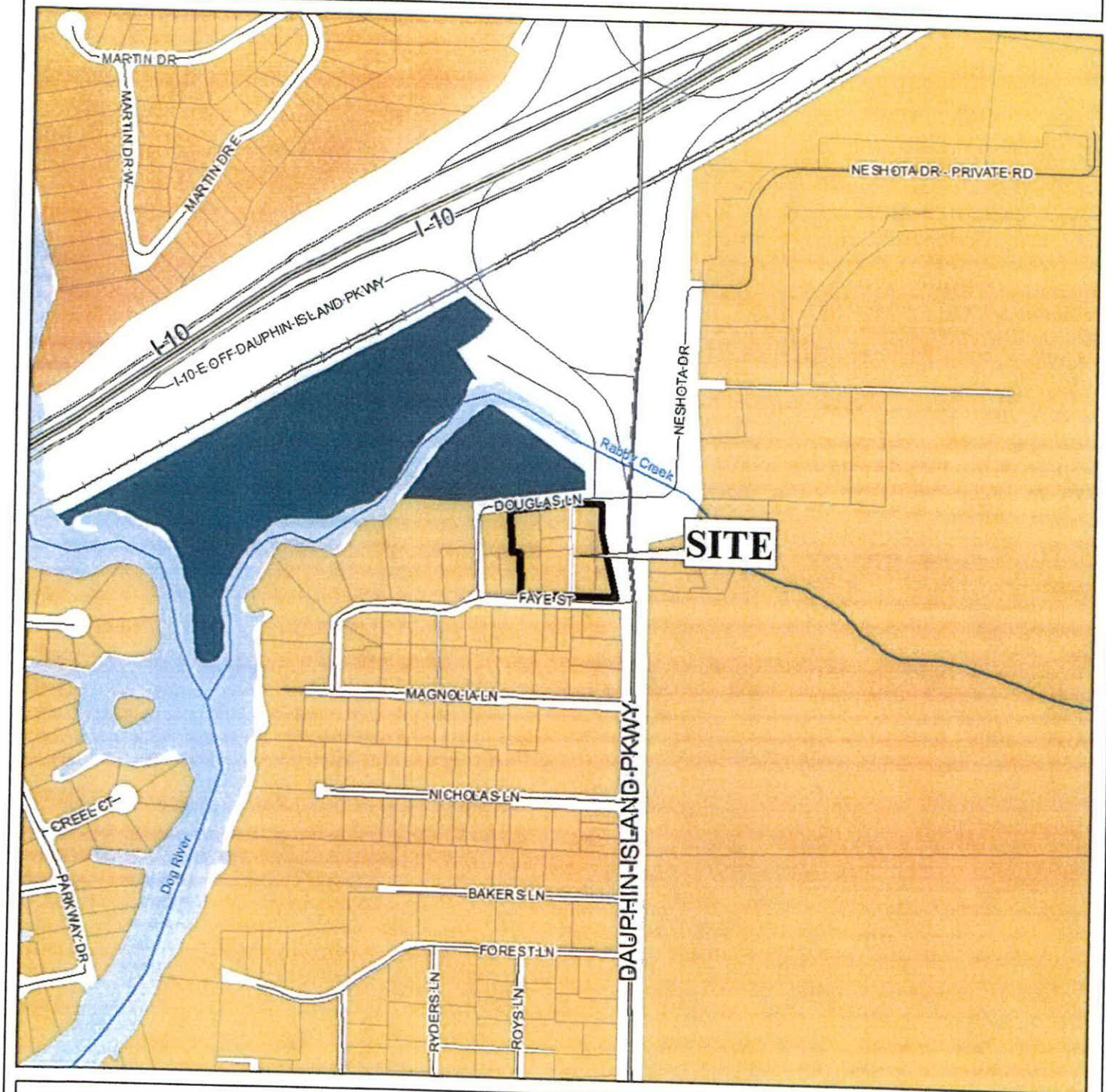
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

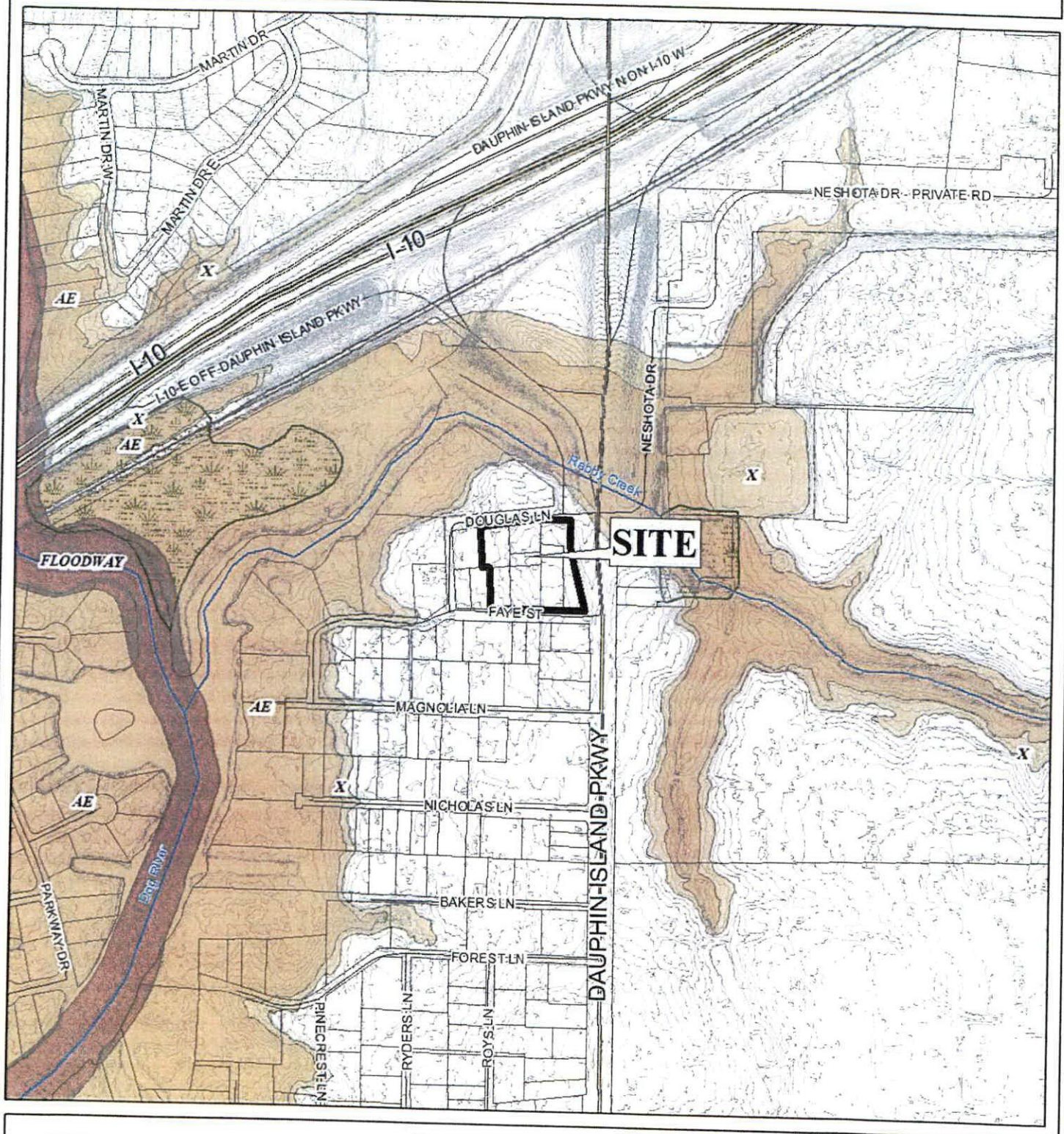
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

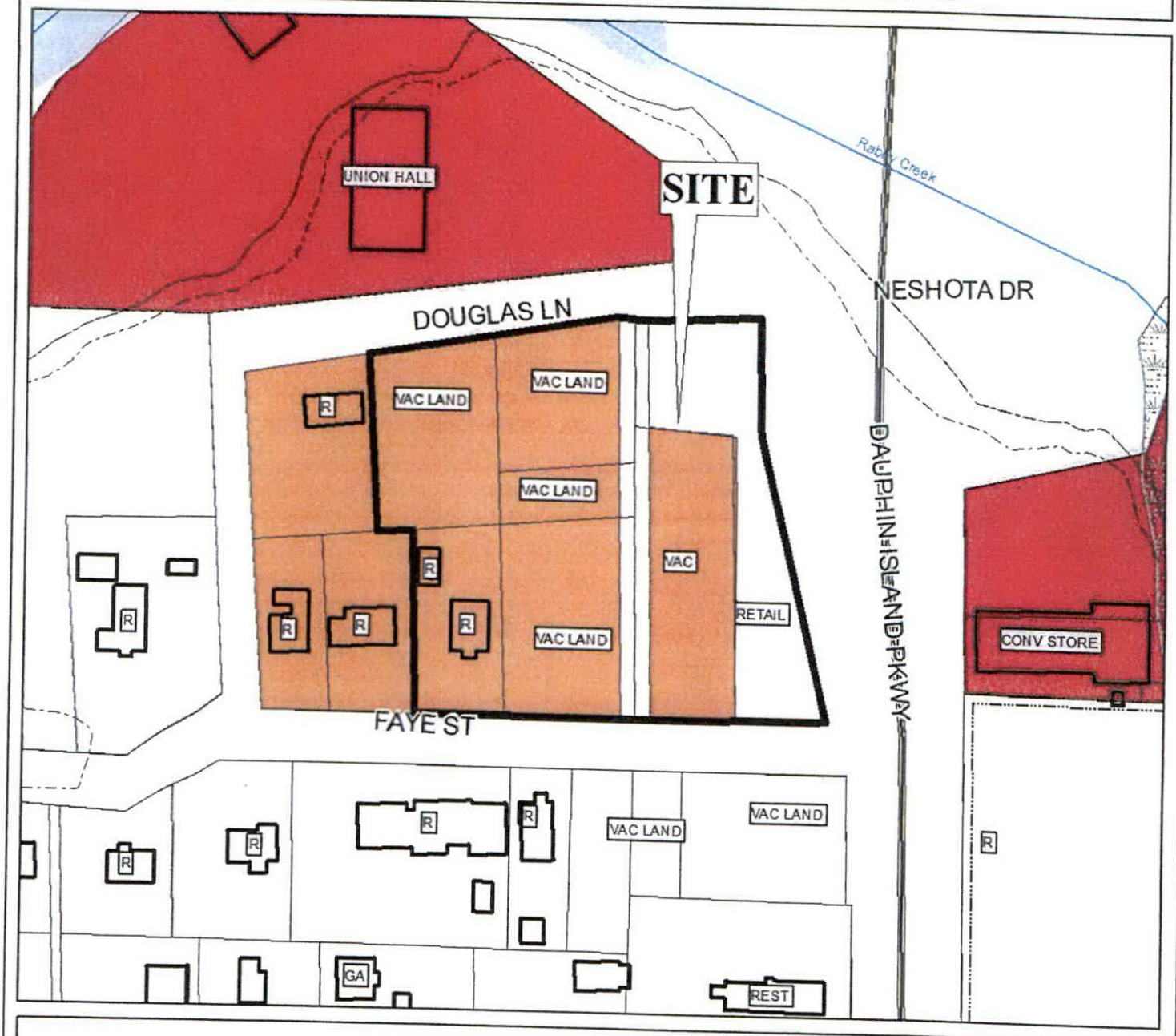
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

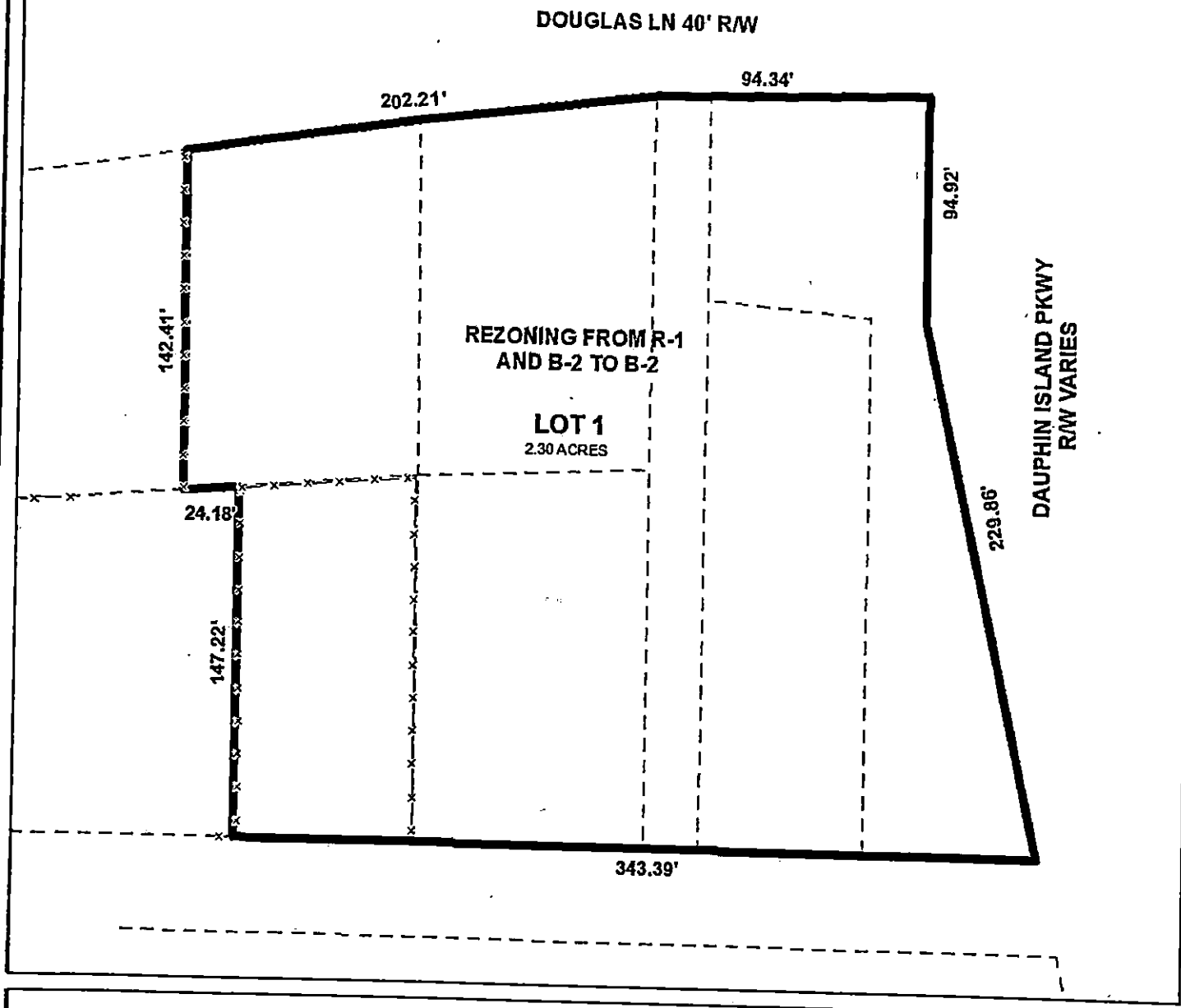
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS