



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 30, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Father Dan Good

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 23, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Carrie Coats for a waiver of the Noise Ordinance at Lyons Park on September 4 - 13, 2024, from 5:00 p.m. - 6:30 p.m. (District 2).

Request of Carrie Coats for a waiver of the Noise Ordinance at Lyons Park on September 13 - 15, 2024, from 7:00 a.m. - 7:30 p.m. (District 2).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Le Sure Road on October 4-5, 2024, from 6:00 p.m. - 2:00 a.m. (District 4).

Request of Shelly Jo Jenkins for a waiver of the Noise Ordinance at 55 McGregor Avenue S., on April 26, 2025, from 7:00 p.m. - 10:30 p.m. (District 5).

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

11. PUBLIC HEARINGS

Public hearing to declare the structure at 2106 Gimon Circle North a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1604 Robert E. Lee Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1105 Stewart Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 5910 Westhaven Drive South a public nuisance and order it demolished (District 7).

Public hearing to consider the application of Bennett's Care, LLC to operate a shuttle service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Gwendolyn Pettaway - Comments regarding updating Heroes Park with a splash pad and a community center.

Sabrina Mass - Comments about the attorney's report in reference to Paul Prine's allegations, the Kenyen Brown report, and the termination of Kevin Levy.

Rena Chapa - The Paul Prine investigation.

Reggie Hill - The Mobile Civic Center, Office of Professional Responsibility, public safety, and the FY25 budget.

13. ORDINANCES HELD OVER

64-043 Rezone property located at 59 Hillcrest Road from R-1 to B-2 (sponsored by Councilmember Woods).

14. CONSENT RESOLUTIONS HELD OVER

40-478 Declare the structure at 1053 Rotterdam Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

15. RESOLUTIONS HELD OVER

01-674 Approve amendment to professional services agreement for Mobile Civic Center Improvements with GMC (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

08-676 Approve purchase order to Coastal Alabama Community College for spring semester EMT classes for Firefighters; \$44,610.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-677 Approve purchase order to Vertiv Corporation for maintenance plans for Public Safety complex for MIT; \$16,992.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-678 Approve purchase order to TLG Peterbilt-Springfield for 2024 Peterbilt water truck for motor pool; \$235,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-679 Approve purchase order to Vertiv Corporation for maintenance plans for Museum Drive for MIT; \$17,678.00. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-680 Transfer funds from Capital fund, Public Facility Improvements to Grant Fund Account for purchase of chiller at Mobile Museum of Art; \$19,561.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM, Dept.).

09-681 Transfer funds from Unassigned Funds General Fund to Capital Improvements Project - Civic Center new construction & demolition in Capital Improvement Fund;

\$4,500,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-682 Authorize contract with Taylor Roofing, Concrete & Construction, LLC for MPD Mounted Unit Concrete Installation; \$23,100.00; (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-683 Authorize contract with Coastal Insulation for MPD Mounted Unit Insulation; \$36,525.00; (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-684 Authorize contract with Sawgrass Consulting, LLC. for 2025 Bridge Maintenance; \$117,500.00; (sponsored by Councilmembers Reynolds & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-685 Authorize contract with Sabre Demolition Corporation for demolition of Civic Center, Theater and Expo Hall; \$4,367,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

25-686 Accept two permanent sidewalk easements for the 2023 CIP ADA Sidewalk Projects Districts 1-7 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, REAM Dept.)

16. CONSENT RESOLUTIONS BEING INTRODUCED

31- 687 Authorize the Mayor to apply, accept, and receive a grant from the Alabama Department of Economic and Community Affairs in support of the FY24 Edward Byrnes Memorial Justice Assistance Grant; \$150,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Roberty Lasky, Public Safety).

31-688 Authorize the Mayor to apply, accept, and receive a grant from the Alabama Forestry Commission in support of their Trees4AL Program; \$100,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works).

40-689 Declare the structure at 2106 Gimon Circle North a public nuisance and order it demolished (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

40-690 Declare the structure at 1604 Robert E. Lee Street a public nuisance and order it demolished (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

40-691 Declare the structure at 1105 Stewart Road a public nuisance and order it demolished (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

40-692 Declare the structure at 5910 Westhaven Drive South a public nuisance and order it demolished (sponsored by Councilmember Gregory) (submitted by Gary Jackson, Municipal Enforcement).

58-693 Assess costs for removal of weeds, Group 1656.

60-694 Approve award of special bonus to the City Clerk's Office Employee of the Month; Leverette (sponsored by Mayor Stimpson) (submitted by Lisa Lambert, City Clerk).

60-695 Determine an appropriation to Alpha Charitable Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-696 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-697 Determine an appropriation to Africatown Plateau Pacers serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting).

60-698 Determine an appropriation to Maryvale Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-699 Determine an appropriation to Palmer Pillans Middle School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-700 Determine an appropriation to Eichold-Mertz Magnet School of Math, Science, and Technology serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-701 Determine an appropriation to Erwin Craighead Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-702 Determine an appropriation to Gillard Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-703 Determine an appropriation to B.C. Rain High School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-704 Determine an appropriation to Jaguar Athletic Fund Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-705 Determine and appropriation to Municipal Park Baseball, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. CIP RESOLUTIONS INTRODUCED

21-706 Authorize contract with HCL Contracting, LLC for 2024 CIP resurfacing, District 4; \$2,785,279.00; (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21- 707 Authorize contract with Engineering Consulting Services Southeast, LLC for 2024 CIP resurfacing, District 4; \$50,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-708 Authorize agreement with Fresh Fruit Hospitality, LLC to provide concession services for the National Maritime Museum of the Gulf of Mexico (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-709 Authorize Funding Agreement with National Railroad Passenger Corporation for Gulf Coast rail service (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-710 Authorize Intergovernmental Agreement with the Alabama State Port Authority for Amtrak Gulf Coast Service Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-711 Authorize agreement with National Railroad Passenger Corporation for Gulf Coast rail service (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

Attorney).

01-712 Authorize Agreement #2 with the State of Alabama Department of Transportation for the One Mobile: Reconnecting People, Work, and Play through Complete Streets Initiative (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Jennifer Greene, Programs and Project Mgmt.).

08-713 Approve purchase order to Nexgen Asset Management for renewal of software for MIT; \$220,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-714 Approve purchase order to Carahsoft for annual renewal of cloud backup software for MIT; \$37,612.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-715 Approve purchase order to Office Equipment Company of Mobile Inc., for furniture for MPRD; \$23,715.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-716 Approve purchase order to Sunbelt Fire Inc., for leather fire boots and helmets for MFRD; \$17,225.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-717 Approve purchase order to Global Industries, Inc. for furniture for MPRD training room; \$48,654.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-718 Approve purchase order to Marineone Corp., d/b/a Rescueone Connector, for rescue boat and inflatable boat motors, and trailer for MFRD; \$56,946.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-719 Approve purchase order to Canon Solutions America Inc. for image digitization services for MPD; \$80,647.53 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-720 Accept item-award bid for swimming pool chemicals (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-721 Authorize contract with Sidney P. Barbour, d/b/a All State Fence, for Cruise Terminal Motorized Vehicle Gates; \$49,220.00 (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

37-722 Consider the application of Bennett's Care, LLC to operate a shuttle service

(submitted by Lisa C. Lambert, City Clerk).

45-723 Accept "Wynngate Way" of Wynnfield Subdivision, for City maintenance (sponsored by Mayor Stimpson) (submitted by Nicholas Amberger, Engineering).

60-724 Authorize Settlement Agreement and Release of Claims; Mason (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-725 Authorize Settlement Agreement and Release of Claims; Thompson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Carrie R. Coats

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) Kingdom Covenant Connections, Inc.

Mailing Address of Applicant P.O. Box 11063 Chickasaw, AL 36671

Telephone No. 251 753-6253 E-mail address kingdom.covenant@yahoo.com

Location or address of event where amplification will be used:

Lyons Park - 180 Lyons Park Ave. Mobile, AL 36603

Date of Event: Sept 4th - 13th Starting Time: 5:00pm Ending Time 6:30pm

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

Type of Event: 19th Annual 10 - Day Unity Prayer In The Park

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



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Location or address of event where amplification will be used:

Lyons Park - 180 Lyons Park Ave. Mobile, AL 36603

Date of Event: Sept 13th - 15th Starting Time: 7:00am Ending Time 7:30pm

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

Type of Event: 19th Annual 3-Day Unity Walk Job/Health Fair & Concert

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

Music containing obscene language or profanity is prohibited

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2024 JUL 25 AM 8:00

22

Kingdom Covenant Connections, Inc.

John 17:21 "That they all may be one...."

www.kingdomcovenantconnections.com

in collaboration with

City Of Mobile Community Affairs Dept. & Agencies/Non-Profit Organizations

P.O. Box 11063 Chickasaw, AL 36671

Phone: (251)753-6253

Noise Waiver

July 24, 2024

This is a request for a "Noise Waiver" for the annual "10-Day
Unity Nightly Prayer" leading up to **"The 19th Annual Unity Event"**.

Dates: September 4th – September 13th, 2024

Time: 5:00pm – 6:30pm

Place: Lyons Park

180 Lyons Park Ave/Springhill Ave

Mobile, AL 36604

Very truly yours,

Carrie R. Coats – President/Founder (KCC, Inc.)

Antwain Conner – Vice President (KCC, Inc.)

Theola Bright – CEO/Founder (TCBPM, Inc.)

T. C. Bright Productions (outreach) Ministry, Inc.

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In collaboration with other

Churches & Non-Profit Organizations

P.O. Box 11063 Chickasaw, AL 36671

Phone: (251)753-6253

July 24, 2024

This is a request for a "Noise Waiver" for

*The 19th Annual Unity Walk/Concert/Job-Career-Health Fair/ 3-Day
Community Event*

Date: September 13, 2024 "Job-Career Fair"

Time: 7:00am – 3:00pm

"Prayer Around The Fountain"

Time: 5:00pm – 7:00pm

Place: Lyons Park - 10 Lyons Park Ave/ Springhill Ave Mobile, AL 36604

Date: September 14, 2024 "19th Annual Unity Walk "Job-Career, Health Fair
& Concert"

Place: Lyons Park- 180 Lyons Park Ave/Springhill Ave Mobile, AL 36604

Time: 6:00 a.m. - 7:00 p.m.

Date: September 15, 2024 "Kingdom Covenant Connections presents

"Unity Concert In The Park"

Place: Lyons Park - 180 Lyons Park Ave/Springhill Ave Mobile, AL 36604

Time: 9:00 a.m. – 7:00pm

Very truly yours,

Carrie R. Coats – President/Founder (KCC, Inc.)

Antwain Conner – Vice President (KCC, Inc.)

Wayy Makker Music Ministries

OFFICE OF THE MAYOR



June 6, 2024

Greetings,

As Mayor and on behalf of the Mobile City Council and our citizens, it is my pleasure to extend a warm welcome to everyone attending the 19th Annual Unity Walk on September 13-15, 2024, in Lyons Park. This event, which is hosted by Kingdom Covenant Connections, Inc., is a testament to the organization's dedication to promoting peace, unity, kindness and understanding of all peoples, without prejudice.

For over 10 years we have strived to live up to the ideal of "One Mobile" – a safer, more business and family friendly city with opportunities for all Mobilians. We have made progress, but there is still work to be done. Organizations like Kingdom Covenant Connections help bring awareness to economic, racial, and religious barriers to rebuild and restore families and communities.

I would encourage all Mobilians and residents from neighboring communities to take part in this year's Unity Walk. This event helps to better connect the religious communities and other charitable non-profit organizations that are doing so many positive things in our community.

All the Best,

William S. Stimpson
108th Mayor



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Telephone No. 251 753-6253 E-mail address kingdom.covenant@yahoo.com

Location or address of event where amplification will be used:

Lyons Park - 180 Lyons Park Ave. Mobile, AL 36603

Date of Event: Sept 4th - 13th Starting Time: 5:00pm Ending Time 6:30pm

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

Type of Event: 19th Annual 10 - Day Unity Prayer In The Park

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

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2024 JUL 25 AM 8:00
CITY OF MOBILE, ALABAMA
CLERK OF COURTY

22

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Time: 5:00pm – 7:00pm

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"Unity Concert In The Park"

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Wayy Makker Music Ministries

OFFICE OF THE MAYOR



June 6, 2024

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For over 10 years we have strived to live up to the ideal of "One Mobile" – a safer, more business and family friendly city with opportunities for all Mobilians. We have made progress, but there is still work to be done. Organizations like Kingdom Covenant Connections help bring awareness to economic, racial, and religious barriers to rebuild and restore families and communities.

I would encourage all Mobilians and residents from neighboring communities to take part in this year's Unity Walk. This event helps to better connect the religious communities and other charitable non-profit organizations that are doing so many positive things in our community.

All the Best,

William S. Stimpson
108th Mayor



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Name of Applicant: Johnnie Robinson

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 377-3919 Cell Number: (251) 377-3919

Organization (if applicable) NVA BOTTOM

Mailing Address of Applicant P.O. Box 1201 Theodore, AL 36590

Telephone No. (251) 377-3919 E-mail address Fhamstables69@yahoo.com

Location or address of event where amplification will be used:

4791 Vesuvius Road Theodore, AL 36592

Date of Event: 10/04/24 + 10/05/24 Starting Time: 6:00PM Ending Time 2:00PM

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

Type of Event: Family Event

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

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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: Shelly Jo Jenkins/Elliott Maisel

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2517530079 Cell Number: 2517530079

Organization (if applicable) _____

Mailing Address of Applicant 4518 Kingsway Drive Mobile AL 36608

Telephone No. 2517530079 E-mail address ideas4sell@bellsouth.net

Location or address of event where amplification will be used:

55 S. McGregor Ave Mobile AL 36608

Date of Event: April 26th 2025 Starting Time: 7:00 Ending Time 10:30

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

Type of Event: Wedding Reception

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Isaiah 53 Holiness Church/Elizabeth Ervin

PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) _____

Mailing Address of Applicant 4203 Moffat Rd Mobile, AL 36618

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

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 8/3/24 Starting Time: 4:00 Ending Time 7:00

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

Type of Event: Street Meeting

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

Music containing obscene language or profanity is prohibited

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

CityofMobile.org: Addressing City Council Submission

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

Fri 7/19/2024 8:52 PM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Gwendolyn Marie Pruitt-Pettaway**Date To Address Council:** 2024-07-30**Address:** 7341 OLD MILITARY RD Theodore, AL 36582**Email:** gmp Pruitt@hotmail.com**Phone:** 2515105061**Subject And Specific Questions:** Heroes Park Our park needs to be updated with a splash pad and we need a community center.

Pertain To City Business: We are a part of the city of Mobile, but nobody seems to pay any attention to us. I have called Mr. Reynolds and cannot get a call back. The city seems to be updating parks and adding splash pads all over the city of Mobile, and we need these same things done to our park. I don't understand how the city is steadily annexing other areas, but cannot take care of areas that have already been annexed.

Signature: Gwendolyn Pruitt-Pettaway**Signature Verify:** X**Agree:** X**Date Submitted:** 2024-07-19 20:52:49This submission was recieved from your website <https://www.cityofmobile.org/>

2024 JUL 21 AM 8:07

2024 JUL 22 AM 8:00

CITY OF MOBILE

CityofMobile.org: Addressing City Council Submission

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

Thu 7/25/2024 10:13 AM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Sabrina Mass

Date To Address Council: 2024-07-30

Address: 1050 Belvedere West

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: The attorney report in reference to Chief Prine, the Kenyen Brown report, the termination of LEVY.

Pertain To City Business: TAXPAYER

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-07-25 10:13:35

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

CityofMobile.org: Addressing City Council Submission

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

Thu 7/25/2024 12:32 PM

To: City Clerk <cityclerk@cityofmobile.org>

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

Name: Rena Chapa

Date To Address Council: 2024-07-30

Address: 5725 Old Pascagoula Rd Apt #5

Email: katrinachapa000@gmail.com

Phone: 251-802-2122

Subject And Specific Questions: Talk about Chief Prine investigation

Pertain To City Business: Chief Prine investigation

Signature: Rena Chapa

Signature Verify: X

Agree: X

Date Submitted: 2024-07-25 12:32:16

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

FW: 7/30 Agenda

Gauthier, Lana <lane.gauthier@cityofmobile.org>

Thu 7/25/2024 1:48 PM

To: Leverette, Tierney <tierney.leverette@cityofmobile.org>

From: RJHILL II <rhills4tf@gmail.com>

Sent: Thursday, July 25, 2024 1:54 PM

To: Gauthier, Lana <lane.gauthier@cityofmobile.org>

Subject: 7/30 Agenda

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

Madam Asst. City Clerk,

Greetings! I hope you are doing well. This is a formal request to be added to next weeks Agenda. I shall address the following:

- * Mobile Civic Center
- * Office of Professional Responsibility
- * Public Safety
- * FY25 Budget

Thank you for your immediate attention to this matter. The work of the City Clerk's Office is greatly appreciated!

Kindest Regards,

Reginald J. Hill, II - M. Ed.

Founder/Executive Director (Chairman)

"Success 4 the Future"

P. O. Box 395

Mobile, AL 36601

www.s4tf.org

rhills4tf@gmail.com

256.665.6748



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 59 Hillcrest Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 18, 2024**, a public hearing will be held on the **23rd** day of **July**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 59 Hillcrest Road from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT A, MOCK SUBDIVISION, AS RECORDED IN MAP BOOK 131, PAGE 116, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID MONUMENT LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, (100-FOOT PUBLIC R\W); THENCE S-89°-33'-43"-E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD AND ALONG THE SOUTH LINE OF SAID MOCK SUBDIVISION, AND AN EXTENSION THEREOF, FOR 367.20 FEET TO AN IRON ROD FOUND; THENCE S-00°-03'-03"-W FOR 103.64 FEET TO AN OPEN TOP IRON PIPE FOUND; THENCE N-89°-40'-05"-W FOR 367.63 FEET TO A LAWLER AND COMPANY CAPPED REBAR SET ON THE EAST RIGHT OF WAY LINE OF AFORESAID HILLCREST ROAD; THENCE N-00°-17'-16"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD, FOR 104.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 38204 SQUARE FEET OR 0.877 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022,

commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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 UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day of July, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 26th day of June, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 59 Hillcrest Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

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

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

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

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT A, MOCK SUBDIVISION, AS RECORDED IN MAP BOOK 131, PAGE 116, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID MONUMENT LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF HILLCREST ROAD, (100-FOOT PUBLIC R/W); THENCE S-89°-33'-43"-E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD AND ALONG THE SOUTH LINE OF SAID MOCK SUBDIVISION, AND AN EXTENSION THEREOF, FOR 367.20 FEET TO AN IRON ROD FOUND; THENCE S-00°-03'-03"-W FOR 103.64 FEET TO AN OPEN TOP IRON PIPE FOUND; THENCE N-89°-40'-05"-W FOR 367.63 FEET TO A LAWLER AND COMPANY CAPPED REBAR SET ON THE EAST RIGHT OF WAY LINE OF AFORESAID HILLCREST ROAD; THENCE N-00°-17'-16"-E, ALONG THE EAST RIGHT OF WAY LINE OF SAID HILLCREST ROAD, FOR 104.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 38204 SQUARE FEET OR 0.877 ACRES, MORE OR LESS.

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

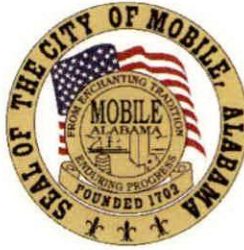
comments noted in the staff report; and, 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Zoghby Property (Brad Newton, P.E., McFadden Engineering, Inc, Agent)
59 Hillcrest Road
Council District 6
Josh Woods**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

June 12, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on May 16, 2024 considered the request of **Brad Newton, P.E., McFadden Engineering, Inc.** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business Suburban District** for the property located at **59 Hillcrest Road**.

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 24, 2024

David Crawford
McFadden Engineering, Inc.
2860 Dauphin Street
Suite D
Mobile, Alabama 36606

Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

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

At its meeting on May 16, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-002843-2024 59 Hillcrest Road
May 17, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property B-2, Neighborhood Business Suburban District, subject to:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$332.88**. 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
April 24, 2024
PUBLIC HEARING NOTICE



Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, May 16, 2024, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, May 15, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

MOBILE CITY PLANNING COMMISSION

April 24, 2024

PUBLIC HEARING NOTICE



Re: 59 Hillcrest Road
ZON-UDC-002843-2024
Brad Newton, P.E., McFadden Engineering, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood
Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, May 16, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, May 15, 2024, 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.

Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 10:13 AM
To: Rogers, Payton
Cc: Anderson, Logan; Screws, Tracy
Subject: RE: PC Meeting & Deadline Schedule

CAUTION: External Email

Please holdover the rezoning for 59 Hillcrest until the May meeting, thank you.

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Wednesday, March 27, 2024 9:48 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Cc: Anderson, Logan <dlogananderson@cityofmobile.org>; Screws, Tracy <tracy.screws@cityofmobile.org>
Subject: RE: PC Meeting & Deadline Schedule

Also, since you have already paid for your application in order for it to be held-over to the May meeting I will need you to send me an email formally requesting the case be heldover. Please note that this will be considered your first official applicant holdover request. After this, any future holdover requests will have to go before the Planning Commission for approval.

Best Regards,
Payton W. Rogers, CAPZO
Planner II

Planning & Zoning



payton.rogers@cityofmobile.org
(251) 208-7092 direct

From: Rogers, Payton
Sent: Wednesday, March 27, 2024 9:29 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Subject: PC Meeting & Deadline Schedule

Hey David,

I guess the phone cut out while I had you on hold. Anyway, the current PC meeting and deadline schedule is posted on the PC website. You can find the schedule here:

<https://www.buildmobile.org/pdf/PC%20Schedule%20FY2024.pdf>

The May meeting will be held May 16th. I've attached the neighborhood meeting and deadline schedule for your reference. It will tell you all the deadlines for the earliest possible date you can hold a neighborhood meeting as well as the latest possible date. Let me know if you have any questions and feel free to call me back if you need anything else.

Best Regards,

Payton W. Rogers, CAPZO

Planner II

Planning & Zoning

BUILD**MOBILE**

payton.rogers@cityofmobile.org

(251) 208-7092 direct

Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 3:34 PM
To: Rogers, Payton
Cc: Taylor Daniels
Subject: Meeting Date Change

CAUTION: External Email

Payton, please excuse the previous email with our neighborhood meeting details. We have had to change the date to April 11, 2024 between 4-5 PM at the West Mobile Public Library instead of April 15. The sign will be update and put in place tomorrow. Taylor (copied to this email) will provide details of the meeting to Planning and Zoning. Thank you

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



Rogers, Payton

From: David Crawford <dcrawford@mcfaddenengineering.com>
Sent: Wednesday, March 27, 2024 3:14 PM
To: Rogers, Payton
Cc: Taylor Daniels
Subject: RE: PC Meeting & Deadline Schedule

CAUTION: External Email

Payton, we have reached out to many local churches around 59 Hillcrest as well as many avenues at South Alabama for a public venue but have struck out to find a spot for the neighborhood meeting. We were hoping to use the West Mobile Public Library located at 5555 Grelot Rd, Mobile, AL 36609 on April 15 between 4-5 PM. They have us tentatively penciled in pending an application that I have submitted today. Thank you

David Crawford
Project Engineer
2860 Dauphin Street, Suite D
Mobile, Alabama 36606
Office: 251-470-6870
Cell: 251-295-8307
www.mcfaddenengineering.com



From: Rogers, Payton <payton.rogers@cityofmobile.org>
Sent: Wednesday, March 27, 2024 9:29 AM
To: David Crawford <dcrawford@mcfaddenengineering.com>
Subject: PC Meeting & Deadline Schedule

Hey David,

I guess the phone cut out while I had you on hold. Anyway, the current PC meeting and deadline schedule is posted on the PC website. You can find the schedule here:

<https://www.buildmobile.org/pdf/PC%20Schedule%20FY2024.pdf>

The May meeting will be held May 16th. I've attached the neighborhood meeting and deadline schedule for your reference. It will tell you all the deadlines for the earliest possible date you can hold a neighborhood meeting as well as the latest possible date. Let me know if you have any questions and feel free to call me back if you need anything else.

Best Regards,
Payton W. Rogers, CAPZO
Planner II

Planning & Zoning

BUILD**MOBILE**

payton.rogers@cityofmobile.org

(251) 208-7092 direct





Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	David Crawford	
Firm:	McFadden Engineering Inc.	
Phone:	251-470-6870	
Email:	dcrawford@mcfaddenengineering.com	
Address:	2860 Dauphin Street Suite #D	Mobile, AL 36606

	Owner	Design Professional
Name:	Father James Zoghby	
Firm:	—	
Phone:	251-421-1135	
Email:	cccmobile@aol.com	
Address:	151 DuRhu Dr. Mobile, AL 36608	

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

Property Address	59 Hillcrest Rd. Mobile, AL 36608	Property Area (acres or square feet)	0.8878 acres
Parcel Number(s) or Key Number(s)	2805212000006		
Present Zoning or Transect District	R-1	Proposed Zoning or Transect District (if applicable)	B-2

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature



Applicant or Agent Signature (if applicable)

Date

2/15/2024

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.



Applicant or Agent Signature

Date

2/15/2024

Contact Sheet

RE: Rezoning at 59 Hillcrest Road Mobile, AL 36608

David Crawford

2860 Dauphin Street Suite# D Mobile, AL 36606

251-470-6870

Authorization to Submit Zoning and Subdivision Applications

I, ,
JAMES F ZOGHBY (Jun 25, 2021 14:24 CDT), authorize McFadden Engineering to
submit Zoning and Subdivision Applications on my behalf for Parcel Number 2805212000006.

Authorization to Submit Zoning and Subdivision Applications

Final Audit Report

2021-06-25

Created:	2021-06-25
By:	Elizabeth Ruland (eruland@mcfaddenengineering.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI6CHapqkURHBYOSRZmxVJYsrXdzEUzr9

"Authorization to Submit Zoning and Subdivision Applications" History

 Document created by Elizabeth Ruland (eruland@mcfaddenengineering.com)

2021-06-25 - 6:57:29 PM GMT - IP address: 173.12.152.34

 Document emailed to JAMES F ZOGHBY (cccmobile@aol.com) for signature

2021-06-25 - 6:58:25 PM GMT

 Email viewed by JAMES F ZOGHBY (cccmobile@aol.com)

2021-06-25 - 7:08:14 PM GMT - IP address: 174.203.34.28

 Document e-signed by JAMES F ZOGHBY (cccmobile@aol.com)

Signature Date: 2021-06-25 - 7:24:37 PM GMT - Time Source: server- IP address: 174.203.34.28

 Agreement completed.

2021-06-25 - 7:24:37 PM GMT

UNIVERSITY OF SOUTH ALABAMA C/O
USA PROPERTIES
775 N UNIVERSITY BLVD
SUITE 150
MOBILE, AL 36608

LASSITER HOLDINGS LLC
4607 AVENUE C
ORANGE BEACH, AL 36561

TWIN OAKS ASSOCIATES LLC
15 RIDGE PIKE S
SUITE 200
CONSHOHOCKEN, PA 19428

RASP LLC
PO BOX 1967
MOBILE, AL 36633

WAYNE B LUM
1432 REGAL OAKS CT
MOBILE, AL 36609

UNIVERSITY OF SOUTH ALABAMA
FEDERAL CREDIT UNION
103 HILLCREST RD
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PMB 353
4017 WASHINGTON RD
MCMURRAY, PA 15317

ROSA MAE WALLACE - LIFE ESTATE
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7620 WINDING CYPRESS DR
NAPLES, FL 34114

ROSA MAE WALLACE - LIFE ESTATE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

James Zoghby
151 DuRhu Dr.
Mobile, AL 36608

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

See attached

Mixed Commercial Corridor

Future Land Use Map (FLUM) Designation

B-2

Requested Zoning

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

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

See attached

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

See attached

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

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

1. Describe the current development trends in the area of the property.

See attached

2. Describe the surrounding land uses.

See attached

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

See attached

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

See attached

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

See attached

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

Checklist B – Additional Information

A. Justification for the Proposed Amendment

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

This rezoning is aligned with the comprehensive plan for Mobile to expand opportunities for economic development and accelerated growth. The proposed rezoning is located on a valuable piece of real estate that provides eligibility to open and operate a business that will advance the “strategic infill and redevelopment” principle within the comprehensive plan. This property is a comparable candidate to the mix use principle as well as focusing on the development of vacant properties for other uses.

2. Was there a mistake or error in the original zoning map?

There was no mistake with the original zoning map. The property was originally zoned as B-1. The owner of the property intended to build a home on the property and went through the process of rezoning to R-1. The owner’s plan to build a single-family residence on the property has been halted, and now the owner wishes to rezone the property to a B-2 designation with the intention of selling the property for future development. The current surrounding uses of properties near the subject property align more with commercial development than residential. Therefore, the request is being made to change the zoning to B-2 for this purpose.

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

The proposed rezoning will allow eligibility for a business to be established within the area that could improve the quality of life for the surrounding citizens. Although the potential type of business or commercial development has not been determined, it is envisioned that this development would create jobs and opportunities for citizens in the community.

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

The property was originally zoned as B-1. The owner of the property had intentions of building a single-family residence on the property and went through the process of rezoning the property to R-1 in 2021. The owner’s plan to build a single-family residence on the property has been halted, and now the owner wishes to rezone the property to a B-2 designation with the intention of selling the property for future development.

B. Site and Neighborhood Compatibility

1. Describe the current development trends in the area of the property.

The surrounding areas are predominately zoned B-2 and provide miscellaneous services to the high traffic area near the intersection of Hillcrest Road and Old Shell Road. There is also increased traffic counts and development opportunities from the continued growth seen by the University of South Alabama, with the main campus being located to the northeast of the subject property. There are a number of residential properties to the south and southeast of the subject property, but property closer to the intersection Hillcrest and Old Shell is commercial in nature.

2. Describe the surrounding land uses.

The property is located just south of the intersection of Hillcrest Road and Old Shell Road southwest of the University of South Alabama campus. Currently, Bebo's Express Carwash operates directly to the north and Hero's Bar and Grill operates directly across the street to the west. There are numerous lots across the street to the west that are zoned B-2 as well. To the south, on the same side of Hillcrest Road, there is the University of South Alabama Federal Credit Union, West Mobile Church of Christ, and USA Emergency Health.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

No adverse impacts to the community are noted at this time.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

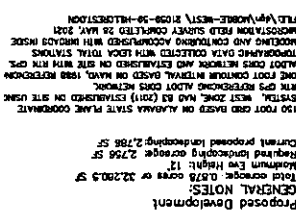
The site has been graded as proposed in the previous rezoning application. All major utilities including power, water, sewer, gas, and communication lines are available at Hillcrest Road. This allows parties interested in purchasing the property to have at the resources needed to establish a business this location.

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

The proposal to rezone the property to B-2 allows for more business to expand to the area which in turn will provide more jobs for the citizens of Mobile. The B-2 zoning allows for venues such as retail stores, restaurants, and many other types of businesses to be developed on the subject property. The rezoning of this property will allow for the ultimate development of this property, providing the opportunities for additional businesses to move into this growing area as well as providing jobs for the community during construction and once the development is completed.

Application Description
59 Hillcrest Road
Parcel Number: 2805212000006

The property is located on the southeast corner of Old Shell Road and Hillcrest Road, across from South Alabama's campus. The subject property is currently a vacant, graded lot with fresh grass across the site. Originally, Mr. Zoghby was planning to build a single-family home on the property but has decided against that and desires to rezone the property back to B-2 prior to listing the property for sale. Site improvements include tree removal, grading of the site, and seeding with grass. Once the zoning change takes place, the owner plans to move forward the sale of the property. It is expected that this will occur as soon as the rezoning is accepted.



NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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



4/11/2024

Zoghby Rezoning Neighborhood Meeting

Attendee	Date Address	Signature
Brad Newton	McFadden Engineering 2800 Dauphin Street Suite D. Mobile, AL 36606	Brad Newton



March 28, 2024

RE: Neighborhood Meeting Notice
Rezoning Application
59 Hillcrest Road
Mobile, Alabama 36608

To Whom It May Concern:

Please allow this letter to serve as official notice that a neighborhood meeting will be held at the Mobile Public Library located at 5555 Grelot Road Mobile, AL 36609 on April 11, 2024, at 4:00 PM to discuss future development plans for property owned by Father James Zoghby located at 59 Hillcrest Road in Mobile, Alabama.

The entrance lobby office will serve as the meeting area. The meeting will provide details regarding the application being submitted to the City of Mobile to rezone the property from R-1 to B-2. Interested parties should plan to attend to receive additional information about the rezoning application and future use of the property.

Sincerely,

McFadden Engineering, Inc.

David Crawford
Project Engineer

UNIVERSITY OF SOUTH ALABAMA C/O
USA PROPERTIES
775 N UNIVERSITY BLVD
SUITE 150
MOBILE, AL 36608

LASSITER HOLDINGS LLC
4607 AVENUE C
ORANGE BEACH, AL 36561

TWIN OAKS ASSOCIATES LLC
15 RIDGE PIKE S
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ROSA MAE WALLACE - LIFE ESTATE
8501A JEFF HAMILTON RD EXT
MOBILE, AL 36695

JAMES ZOGHBY
6300 McKENNA DR
MOBILE, AL 36608

Minutes from Public Meeting – April 11, 2024

Meeting Location: Mobile Public Library – Meeting Room
5555 Grelot Road
Mobile, Alabama 36609

Zoghby Property Rezoning Request

Subject Property Address: 59 Hillcrest Road

Mr. Brad Newton, P.E. representing McFadden Engineering, Inc. (MEI), consulting engineer for Father James Zoghby, owner of the property located at 59 Hillcrest Road, called the meeting to order at 4:00 pm.

A conceptual layout for the development of the property once the zoning is changed from R-1 to B-2 and an application description describing the owner's future intentions for the property were made available to the public.

No one from the community attended the meeting.

Mr. Newton was present in the meeting room during the designated time provided to the community. The meeting was adjourned at 5:00 pm.

Respectfully Submitted,

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

Brad Newton, P.E.
McFadden Engineering, Inc.

Application Description
59 Hillcrest Road
Parcel Number: 2805212000006

The property is located on the southeast corner of Old Shell Road and Hillcrest Road, across from South Alabama's campus. The subject property is currently a vacant, graded lot with fresh grass across the site. Originally, Mr. Zoghby was planning to build a single-family home on the property but has decided against that and desires to rezone the property back to B-2 prior to listing the property for sale. Site improvements include tree removal, grading of the site, and seeding with grass. Once the zoning change takes place, the owner plans to move forward the sale of the property. It is expected that this will occur as soon as the rezoning is accepted.

[illegible]Page 61 of 1032



Agenda Item # 6

ZON-UDC-002843-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

59 Hillcrest Road

Applicant / Agent:

Brad Newton, P.E., McFadden Engineering, Inc.

Property Owner:

John and James Boudreaux

Current Zoning:

R-1, Single Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

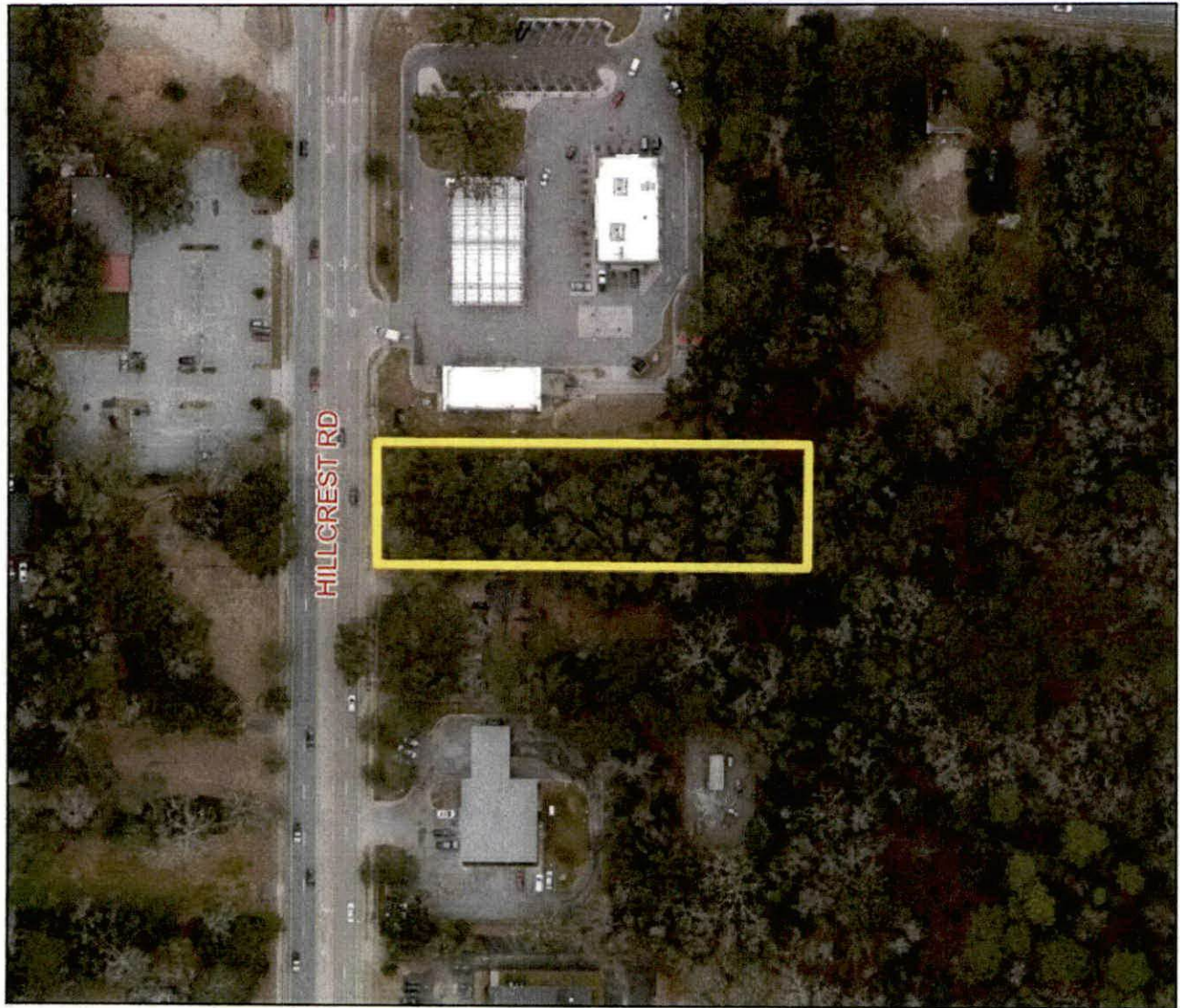
Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units and residential units.

APPLICATION NUMBER	6	DATE	May 16, 2024
APPLICANT	Brad Newton, P.E., McFadden Engineering, Inc.		
REQUEST	Rezoning from R-1 to B-2		



SITE HISTORY

The subject site first came before the Planning Commission at its August 22, 1991 meeting, where the property was rezoned from R-1, Single-Family Residential District to B-2, Neighborhood Business District. Then at its October 17, 1991 meeting, the Planning Commission granted a Planning Approval to allow a self-storage facility in a B-2 zoning district. The self-storage facility was never constructed.

At the Planning Commission's August 19, 2021 meeting, a one (1) lot Subdivision was approved, and a rezoning for the property from B-2, Neighborhood Business District to R-1, Single-Family Residential District was subsequently approved by the City Council. The Subdivision was recorded in Probate Court.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p.

1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

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

Planning Comments:

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District.

The site abuts a property to the North that is currently zoned B-2, and is developed with a gas station and car wash as well as a property zoned R-1 and is developed with a dwelling; to the South, an R-1 property developed with a dwelling; to the East, an R-1 property developed with a church; and to the West, by undeveloped B-2 property.

The site plan provided with the rezoning application depicts a commercial building with associated parking. While full compliance with development standards set forth in Article 3 are not depicted, the proposed development will require full compliance with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;

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

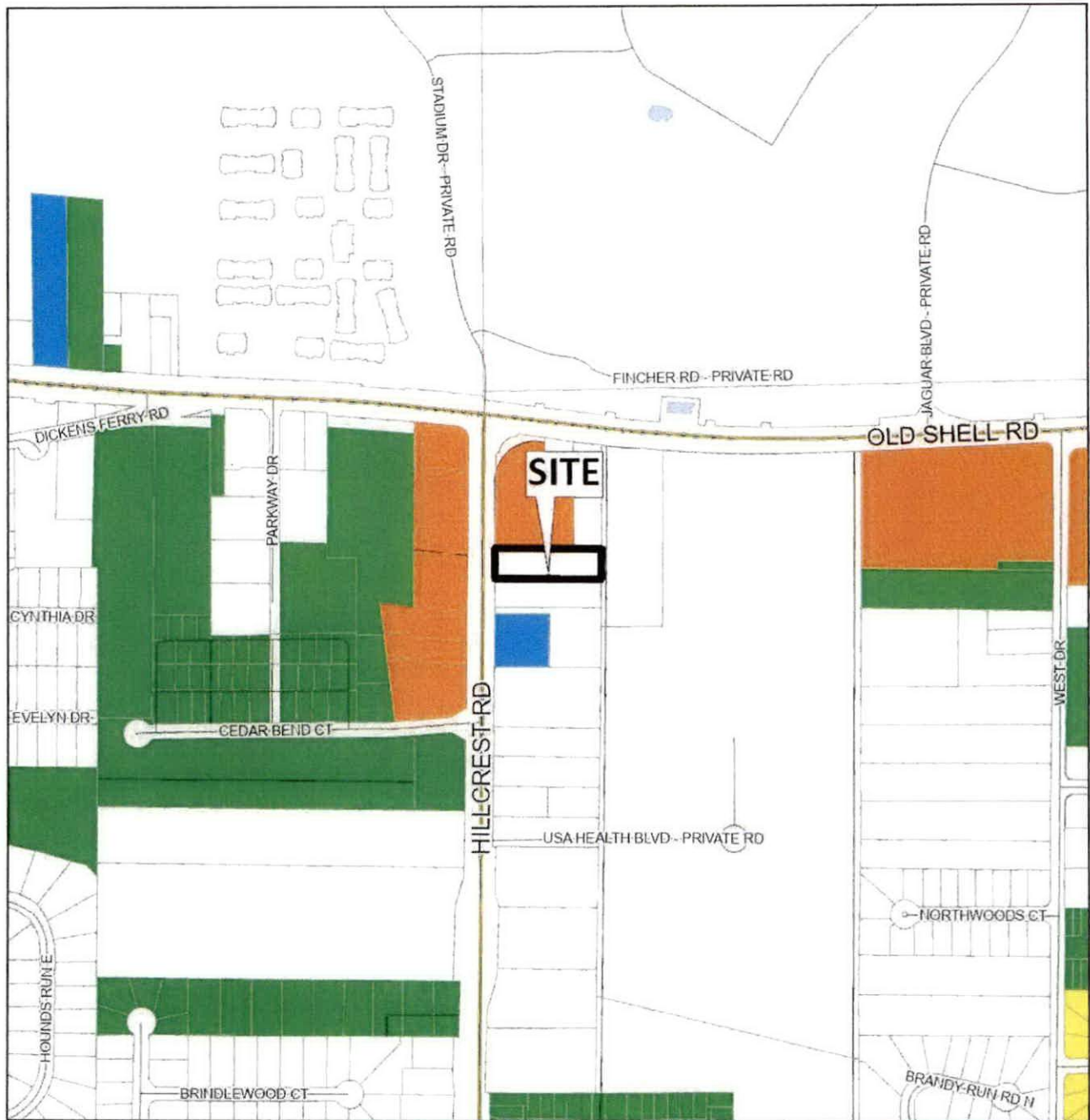
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE May 16, 2024

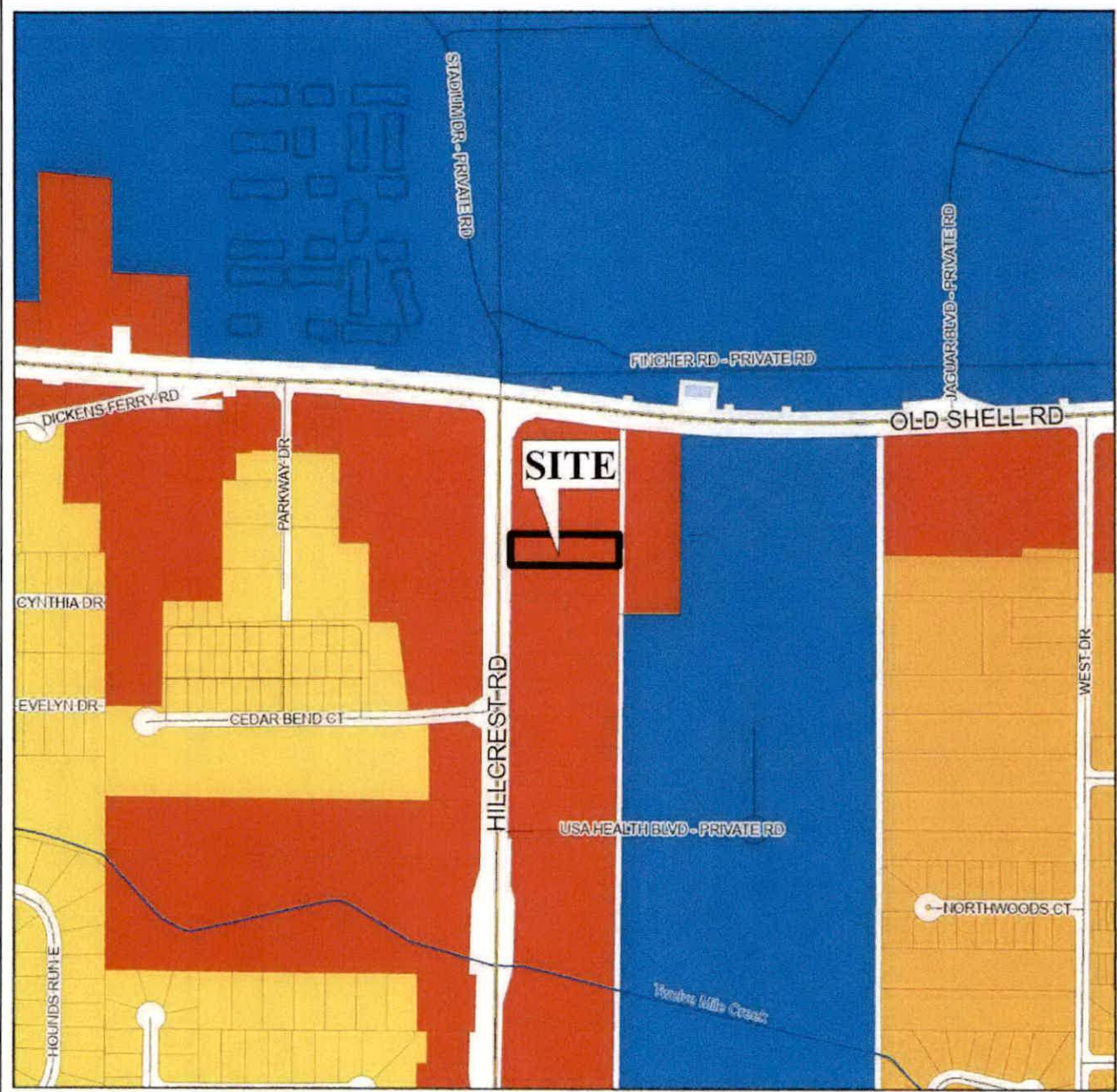
APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

REQUEST Rezoning from R-1 to B-2



NTS

FLUM LOCATOR MAP

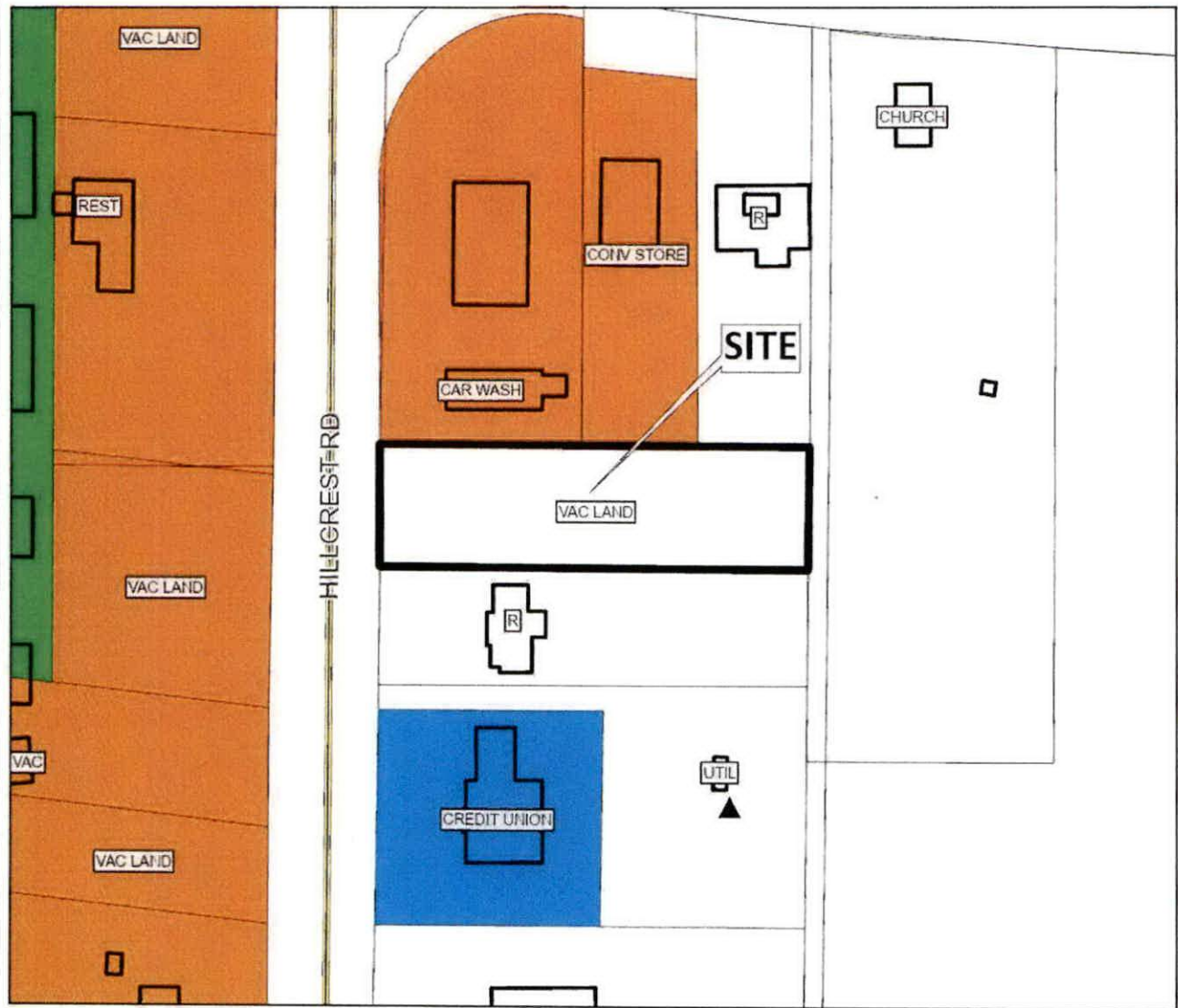


APPLICATION NUMBER 6 DATE May 16, 2024
APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.
REQUEST Rezoning from R-1 to B-2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units and residential units.

APPLICATION NUMBER 6 DATE May 16, 2024

APPLICANT Brad Newton, P.E., McFadden Engineering, Inc.

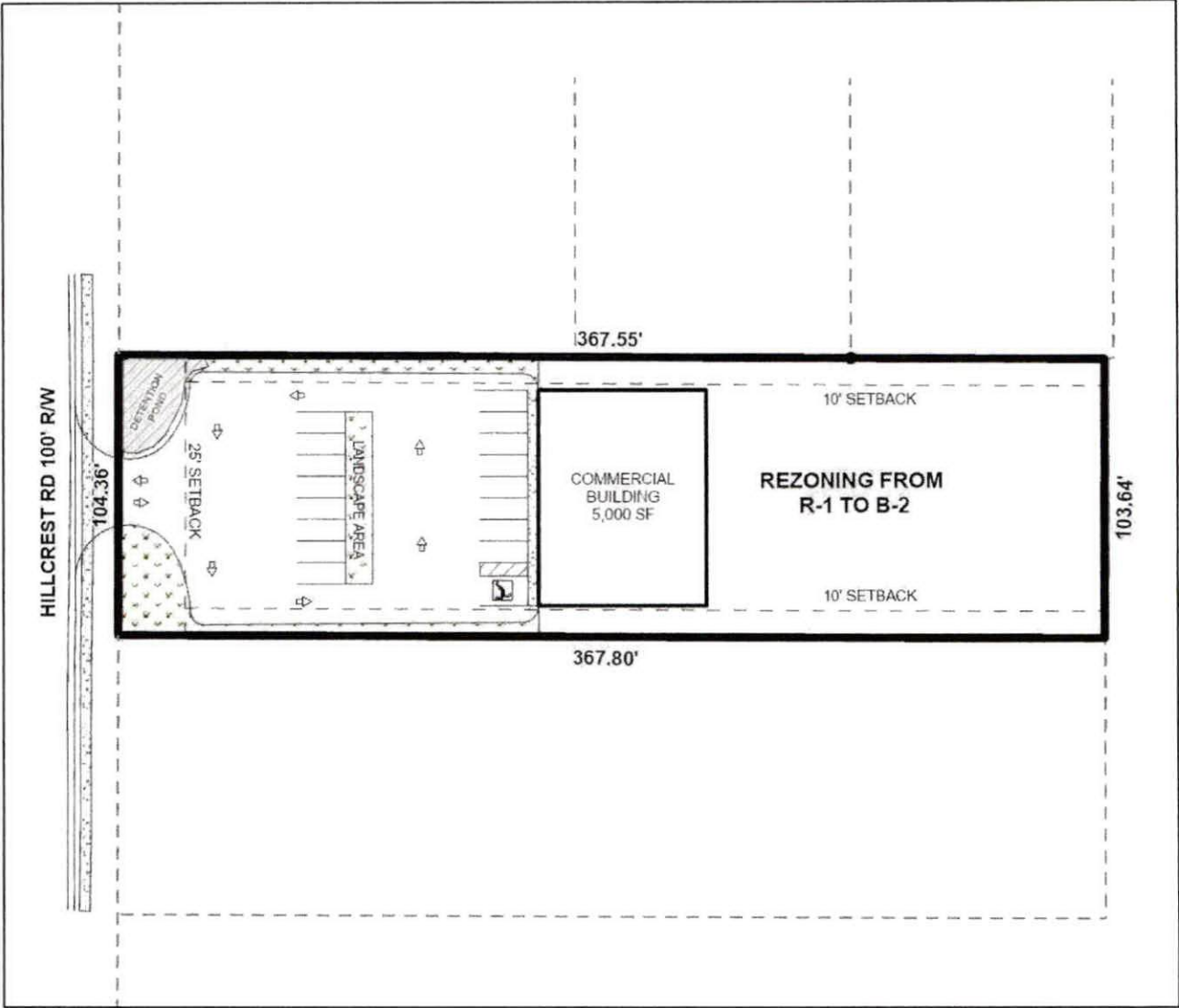
REQUEST Rezoning from R-1 to B-2

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



NTS

SITE PLAN



The site plan illustrates the proposed building, parking, and setbacks.

APPLICATION NUMBER	6	DATE	May 16, 2024	N  NTS
APPLICANT	Brad Newton, P.E., McFadden Engineering, Inc.			
REQUEST	Rezoning from R-1 to B-2			

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1053 Rotterdam Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1053 Rotterdam Street** described as:

**LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28
T4S R1W #SEC 28 T4S R1W #MP29**

Parcel Number: 29 10 28 4 001 079

Last Assessed to: ANTHONY MAURICE STALLWORTH

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
May 20, 2024



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May28, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1053 ROTTERDAM STREET**, OWNED BY OR MAY HAVE AN INTEREST: **ANTHONY MAURICE STALLWORTH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 001 079

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1053 ROTTERDAM ST

Property Details

PARCEL KEYX	00931950	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Maysville
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-30-23

Noted 4/21 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 04/03/2024

Property Address: 1053 Rotterdam Street

District No: 2

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

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



Anthony Maurice Stallworth
1016 Cherokee Street
Mobile, Alabama 36606

April 4, 2024 -- Correction

**RE: 1053 Rotterdam Street
Project Number: ME-126-23**

Dear Anthony Maurice Stallworth:

On March 4, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1053 Rotterdam Street.

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

**LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28 T4S R1W
#SEC 28 T4S R1W #MP29 10 28 4 001**

Parcel Number: 29 10 28 4 001 079

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

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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

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

- a) Repair the structures / and or building by **May 17, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **May 17, 2024**, provide the Code Official with a work plan to accomplish the repairs by **May 17, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 17, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **May 28, 2024, at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

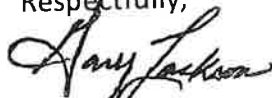
- ☒ Repaired; or,
- ☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

New Owner: 3/22/24

THIS INSTRUMENT PREPARED BY:
Adam Jarvis
Jarvis Law Firm, PC
P.O. Box 527
Mobile, AL 36601-0527

Inst. # 2024016782 Pages: 1 of 2 Doc: D
I certify this instrument filed on 3/22/2024 10:01 AM
Don Davis, Judge of Probate
Mobile County, AL. Rec: \$18.00
LSD: \$10.00
Mortgage \$0.00 Clerk: JEAN COCKE

STATE OF ALABAMA
COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that REUBEN IRBY and STEPHANIE IRBY, husband and wife, hereinafter called the **Grantors**, for and in consideration of the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to the said Grantor by ANTHONY MAURICE STALLWORTH, who shall hereinafter be defined as "**Grantee**", subject to the exceptions, reservations and provisions hereinafter set forth, do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee the following described real property, **which does not constitute homestead property for the Grantors**, which shall hereinafter be defined as the "**Property**", situate in the County of Mobile, State of Alabama, to wit:

LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28 T4S R1W #SEC
28 T4S R1W #MP29 10 28 4 001 079
Key No. 00931950

The address of the subject real property is 1053 Rotterdam Street, Mobile, AL, on the following terms and conditions:

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the Grantee and Grantee's heirs and assigns, in fee simple, forever.

AND except as to taxes hereafter falling due, which are assumed by the Grantee, and subject to the exceptions, reservations and conditions set forth above, the Grantors, for the Grantors and for themselves, their heirs and assigns, hereby covenant with the Grantee and the Grantee's heirs and assigns that the Grantors are seized of an indefeasible estate in fee simple in and to the Property, that the Grantors have a good and lawful right to convey the Property, that the Property is free and clear of all encumbrances, that the Grantors have the right to the possession, quiet use and enjoyment of the Property and that the Grantors do hereby WARRANT AND WILL FOREVER DEFEND the title to the Property and the possession thereof unto the Grantee and the Grantee's heirs and assigns, against the lawful claims of all persons. All recording references are to records in the Office of the Judge of Probate for Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this, the 19th day of March, 2024.

THE PREPARER OF THIS INSTRUMENT HAS NOT
REVIEWED THE STATUS OF THE TITLE TO THIS
PROPERTY AND HAS ACTED SOLELY AS THE
DRAFTER OF THIS INSTRUMENT.



NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



2024/05/21

NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



2024/05/21



NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



2021/05/21

NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW





2024/05/21

NUISANCE ABATEMENT

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NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



2024/05/21

NUISANCE ABATEMENT

1053 ROTTERDAM STREET

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: May 28, 2024

State of Alabama
County of Mobile

Subject Property – 1053 Rotterdam Street

My legal name is David Daughenbaugh, Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address daughenbaugh@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 **1 party** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

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

David Daughenbaugh
Director of Municipal Enforcement

RE: 1053 Rotterdam Street RUSH UPDATE Date: May 22, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 22, 2024

Per the Title Report, the owner is: Anthony Maurice Stallworth

NOTES: New owner as of 3/19/2024. Lis Pendens do not appear to be released.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Anthony Maurice Stallworth
1053 Rotterdam Street
Mobile AL 36605-1723 | Owner – Subject property/location address –
Phone numbers are 251-328-8913, 251-583-6952,
and 251-583-1617 |
| 2 | Anthony Maurice Stallworth
1016 Cherokee St
Mobile AL 36606-1104 | LexisNexis address good 4/2024
Revenue Commission mailing address |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Reuben Irby and Stephanie Irby, filed October 26, 2023, recorded on November 14, 2023, instrument number 2023067156.

Lis Pendens – City of Mobile vs Reuben Irby and Stephanie Irby, filed March 4, 2024, recorded March 21, 2024, instrument number 2024016331.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Ricardo Woods

Sponsored by:

William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:

Approve the remaining design work, in accord with the contract and amendments, with GMC the Mobile Civic Center (submitted by Ricardo Woods, Legal, and Carleen Stout-Clark, Dep. Director, REAM).

Amount of Contract:

N/A

Funding Source

ATTACHMENTS:

1. 71824R~1
2. GMC Orig Contract & Resol
3. GMC Amend-2 Contract 4469 signed

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember William Carroll

WHEREAS, the City engaged Goodwyn, Mills and Caywood, LLC (GMC) to perform design services as provided in a standard AIA form contract for *Mobile Civic Center - Master Plan Improvements* dated June 6, 2023; and

WHEREAS by *Amendment to Professional Services Agreement for Mobile Civic Center – Improvements Master Plan* dated March 28, 2024, the City restricted the scope, cost and extent of design services as defined in the initial contract to sixty percent of design deliverables pending further authorization from the City; 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 to direct GMC to carry out, for and on behalf of the City of Mobile, the remaining design work in accord with the contract and amendments referenced above for the Mobile Civic Center.

Adopted:

City Clerk

21-637

2023

RESOLUTION

2023

CO690
C# 4469
Scanned
+
posted
6/16/23
PR

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.

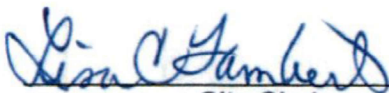
Name of Company: GOODWYN MILLS CAWOOD, LLC

Project Name: MOBILE CIVIC CENTER –
IMPROVEMENTS MASTER PLAN

Project Number: CC-034D-22

Amount: \$2,928,667.00

Adopted: JUN 06 2023



City Clerk

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact: Yann D. Cowart, AIA

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

for the following Project:
(Name, location and detailed description)

Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602

CC-034D-22

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes: (791373392)

1

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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: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

401 Civic Center Drive, Mobile, Alabama 36602. Lot 1 East Church Street Area First Addition Amended. Assigned House Number: 401. Tax ID/Parcel # R022906400011244. Architectural, engineering and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme of the Mobile Civic Center as developed by Populous. The design effort request is to carry through 25% of the design and construction document phases.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated cost of construction for the "SHIFT" scheme renovation to the Mobile Civic Center is One Hundred Thirty-Three Million One Hundred Eighty-Nine Thousand Eighty-Two and 00/100 Dollars (\$133,189,082.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

100% Schematic Design and 50% Design Development Package – November 27, 2023

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.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 Geotechnical Engineer:

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

Wayfinding/Branding – MELT
Commissioning – TBD
Management Company – TBD
Traffic Studies – Skipper
Hazardous Materials Testing – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Yann D. Cowart, Vice President, Sport Architecture
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: yann.cowart@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, Missouri 64112

.2 Mechanical, Electrical, and Plumbing Engineer :

Henderson Engineers, Inc.

.3 Structural Engineering:

Walter P Moore

.4 Associate Architect:

Gant Group & Associates

.5 Code and Life Safety:

Howe Engineers

.6 Envelope:

Williamson

.7 Site Civil:

TBD

(Paragraphs deleted)

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.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.

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3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, of the City of Mobile Insurance Requirements attached hereto as Exhibit 1, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- .4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- .5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 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.

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§ 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 **Fifty Percent (50%)** Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 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	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect, if requested, as an additional service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(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

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 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.

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(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of

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determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$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.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively 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:

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

N/A

.3 50% Design Development Phase
(Describe the method of compensation)

A. Basic Services Stipulated Sum: \$2,928,667.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

1. Survey
2. Geotech/Special Inspections
3. Theater Consultant
4. Cost Estimation
5. Vertical Circulation
6. Acoustics, AV, Telecom/Data, Security, Site Lighting
7. Kitchen
8. Building Scanning/As-Builds
9. Additional 3D Computer generated color renderings

§ 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	Sixty	Percent (60%)
Design Development Phase	Forty	Percent (40%)
(Rows deleted)		

Total Basic Compensation	One Hundred	Percent (100%)
--------------------------	-------------	-----------------

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate (\$0.00)
Principal	\$450.00
Executive VP / Senior VP	\$325.00
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	\$300.00
Professional II [Architect, Engineer, Interior Designer, Scientist]:	\$225.00
Professional I [Architect, Engineer, Interior Designer, Scientist]:	\$200.00
Intern II [Architect, Engineer, Interior Designer, Scientist]:	\$130.00
Intern I [Architect, Engineer, Interior Designer, Scientist]:	\$110.00
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	\$140.00
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	\$115.00
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	\$ 95.00
Executive Administrative Assistant	\$115.00
Administrative Assistant II:	\$ 95.00
Administrative Assistant I:	\$ 75.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Printing, mounting, shipping and materials costs
- .2 Out of town travel expenses, lodging and meals directly associated with project.
- .3

(Paragraphs deleted)

Professional rendering or models requested by Owner outside of those included in the Scope of Work

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15%) 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 N/A (\$N/A) 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.

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§ 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.)

§ 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 2020 or later or REVIT. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 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.
- .5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

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 I
 - c. Architect's Certificate of Insurance with Endorsements
 - d. Architect's E-Verify Documentation
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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- [] 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 ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

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

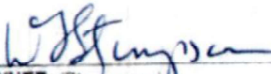
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This Agreement entered into as of the day and year first written above.

City of Mobile

Architect: Goodwyn Mills Cawood, LLC


OWNER (Signature)


ARCHITECT (Signature)

William S. Stimpson, Mayor
(Printed name and title)

Yann D. Cowart, Vice President, Sports Architecture
(Printed name, title, and license number, if required)

ATTEST:


City Clerk

STATE OF Alabama
COUNTY OF Lec

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Yann D. Cowart as Vice President of Goodwyn Mills & Cawood, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Authorized Employee.
Sworn to and subscribed for me this 24 day of May, 20 23.


NOTARY PUBLIC
My Commission Expires: 7/6/26

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**Amendment to Professional Service Agreement for Mobile Civic Center – Improvements
Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 02**

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that “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.”

Article 3 (Scope of Architect’s Basic Services), Paragraph 3.2.3 of the Agreement states that “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.”

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC) in accordance with Articles 1 and 3 of the Agreement and the written Scope Change Directive provided to GMC by the City of Mobile on November 27, 2023, the City of Mobile hereby Amends the Agreement as follows.

Whereas, The Owner and Consultant wish to amend the Agreement for additional work required in the modification of design documents and the change in scope of services pursuant to the letter dated November 27, 2023 attached hereto.

The current Agreement Sum (inclusive of Amendment 01) of Three Million Eighteen-Thousand Sixty-Seven Dollars (\$3,018,067.00) shall be increased by Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars (\$16,704,096.00). Therefore, the new Agreement Sum shall be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars (\$19,722,163.00).

Whereas, The Owner authorizes GMC to expend up to Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) to complete a 60% design for a new Civic Center to include the Deliverables as set forth below with Deliverable due dates.

1. New Civic Center 60% Design to include 55% Construction Documents – due July 31, 2024.
2. Existing Civic Center, Theater, and Expo Hall Demolition Bid Package – due May 31, 2024.
3. Site Master Plan Civil Design to include roads, existing utility relocations, and new utility trunk lines and ductbank construction – due June 30, 2024.

GMC shall not be held accountable for the above specified due dates if the schedule is delayed as a result of actions or failure to act in a timely manner by the City of Mobile Government entities or public utilities whose actions GMC has no control over.

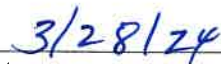
GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

Whereas, The Owner and Consultant further agree that this Amendment 02 does not obligate the Owner to compensate GMC for any services beyond the 60% design deliverables specified above unless authorized by written authorization from the Owner, and the Owner reserves the right to cancel the Agreement in accordance with the terms of the Original Agreement dated June 6, 2023.

City of Mobile:


Signature

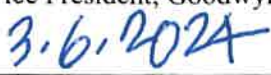
William S. Stimpson
Mayor, City of Mobile


Date

Consultant:


Signature

Yann D. Cowart
Vice President, Goodwyn Mills Cawood, LLC


Date

Attest:


City Clerk



November 27, 2023

Goodwyn Mills Cawood, LLC
Attn: Yann Cowart
11 North Water Street
Suite 15250
Mobile, AL 36602



Subject: Contract 4469, Change of Design Concept and Basis of Design for City of Mobile Civic Center Master Plan Redevelopment.

Article 1, Paragraph 1.2 of the Contract states that “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.”

Article 3 (Scope of Architect’s Basic Services), Paragraph 3.2.3 of the Contract states that “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.”

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC)/Populous and Volkert, Inc. in accordance with Articles 1 and 3 of the Contract, the City of Mobile hereby directs GMC/Populous to stop work on the “SHIFT” scheme design as stated in Article 1 (Initial Information), Paragraph 1.1.2 for the renovation of the existing Civic Center Arena and Theater also referred to as the “Current Path” and “Option A” in the interim cost estimates.

The City of Mobile hereby directs GMC/Populous to complete a schematic design for “Option E”, Demolition of Existing Civic Center and Design and Construction of a New Civic Center without a Theater.

GMC/Populous is further directed to submit an invoice for services through and including the presentation to the Mobile City Council on 21 November 2023.

GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. DeLapp', with a stylized flourish at the end.

James A. DeLapp
Executive Director
Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Coastal Alabama Community College for 2024 Spring Semester EMT Basic courses for 18 firefighters and Advance EMT Courses for 5 firefighters as per MFRD Paramedic Educational Assistance Policy.

Amount of Contract:

\$44,610.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240712 Coastal Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent

Department Head

Sponsored by: William S. Stimpson
Name

Mayor

Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Coastal Alabama Community College

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Coastal Alabama Community College for 2024 Spring Semester EMT Basic courses for 18 firefighters and Advance EMT Courses for 5 firefighters as per MFRD Paramedic Educational Assistance Policy. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,610.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional Service; Bid exempt as contract w/other Govt agency AGO 2008-093.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10313</u>	2024	(1510) FIRE ADMINISTRATION	2024 SPRING SEMESTER EMT BASIC COURSES FOR 18 FIREFIGHTERS AND ADVANCE EMT COURSES FOR 5 FIREFIGHTERS AS PER MFRD PARAMEDIC EDUCATIONAL ASSISTANCE POLICY (PROFESSIONAL SERVICE)	\$44,610.00	(299096) <u>COASTAL ALABAMA COMMUNITY COLLEGE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MFRD TRAINING POLICY AND YOUR QUOTE S0164985 TRAINING PROGRAM	1.00 EACH	1143.00000	1143.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION JACOB HAMBY PER INV S0164985
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			1143.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	TRAINING PROGRAM	1.00	481.00000	481.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Additional Description Notes ----- TRAINING: STUDENT FEES, REGISTRATION FEE JACOB HAMBY PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			481.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	TRAINING PROGRAM	1.00 EACH	429.00000	429.00
	Additional Description Notes ----- TRAINING: STUDENT FEES, REGISTRATION FEES TIMOTHY HOLLOWAY PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			429.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	TRAINING PROGRAM	1.00 EACH	1397.00000	1397.00
	Additional Description Notes			
	TRAINING: STUDENT FEES, REGISTRATION TIMOTHY HOLLOWAY PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1397.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

005 TRAINING PROGRAM	1.00 EACH	1905.00000	1905.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION CHRISTOPHER PEACOCK PER INV S0164985
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1905.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

006 TRAINING PROGRAM	1.00 EACH	585.00000	585.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			
	TRAINING: STUDENT FEES, REGISTRATION FEE CHRISTOPHER PEACOCK PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			585.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	TRAINING PROGRAM	1.00	481.00000	481.00
	Additional Description Notes			
	TRAINING: STUDENT FEES, REGISTRATION FEE STEVEN PLEDGER PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			481.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	TRAINING PROGRAM	1.00 EACH	1143.00000	1143.00
	Additional Description Notes ----- TRAINING: STUDENT FEES, REGISTRATION STEVEN PLEDGER PER INV S0164985 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1143.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

009 TRAINING PROGRAM	1.00 EACH	1397.00000	1397.00
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Additional Description Notes

TRAINING: STUDENT FEES, REGISTRATION JAMES REEVES PER INV S0164985
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1397.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

010 TRAINING PROGRAM	1.00 EACH	429.00000	429.00
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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

TRAINING: STUDENT FEES, REGISTRATION FEE JAMES REEVES PER INV S0164985
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			429.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

011	TRAINING PROGRAM	1.00	3015.00000	3015.00
		EACH		

Additional Description Notes

TRAINING AND REGISTRATION FEES
BRANDON BECKER
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1518.1510.0000.0000.45060.			3015.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
012	TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE TYLER BRUNEAU INVOICE S0168901 Vendor Item Inventory Item/Loc 10646				
1	1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

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
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

013 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

 TRAINING AND REGISTRATION FEE
 AUSTIN CHAPMAN
 INVOICE S016890
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00
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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 11
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

014 TRAINING PROGRAM	1.00 EACH	3015.00000	3015.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
ANTHONY CINCO
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	3015.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE JAVON CONNOR INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes			

TRAINING AND REGISTRATION FEE			
DIEGO GOMEZ			
INVOICE S0168901			
Vendor Item			
Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 14
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

017 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
DAVID HALL
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 15
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

018 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
SENG LIM
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE COLIN MCNAY INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 17
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

020 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
CLARENCE MILNE
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 18
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

021 TRAINING PROGRAM	1.00	1745.00000	1745.00
	EACH		

Additional Description Notes

TRAINING AND REGISTRATION FEE
DEREK OUTHAYTHIP
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 19
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

022 TRAINING PROGRAM	1.00 EACH	3015.00000	3015.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
KEAGAN PACE
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.			3015.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 20
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
023 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes			
TRAINING AND REGISTRATION FEE SAMUEL PETTWAY INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 21
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
024	TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
	Additional Description Notes ----- TRAINING AND REGISTRATION FEE WILLIAM RAYNER INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved Page 22
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
025	TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
	Additional Description Notes ----- TRAINING AND REGISTRATION FEE CHAD ROBBINS INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1	1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 23
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

026 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
JASON SIMS
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 24
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
027 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
Additional Description Notes ----- TRAINING AND REGISTRATION FEE CARLOS SOTO ACOSTA INVOICE S0168901 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			1745.00

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Bill To	Requisition 00010313-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 25
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/09/24	299096				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

028 TRAINING PROGRAM	1.00 EACH	1745.00000	1745.00
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Additional Description Notes

TRAINING AND REGISTRATION FEE
ALEX SYSOURATH
INVOICE S0168901
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1518.1510.0000.0000.45060.	1745.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010313-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 26
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/09/24	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 44610.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.45060.	35220.00	1722636.84
FIRE TRAINING DIV EXP TRAINING		
1000.30.15.1510.1522.1510.0000.0000.45060.	9390.00	1722636.84
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Rejected	06/12/24	SANDRA LEWIS	to merege
Rejected	06/13/24	SANDRA LEWIS	these must go concur
Rejected	06/18/24	SANDRA LEWIS	CONTRACT DOCUMENTS NOT ATTACHE
Rejected	07/01/24	SANDRA LEWIS	EACH STUDENT TO HAVE FEES ATTA

Requisition 2024 10313
Coastal Community College- EMT Curriculum

	A	B	C	D	E	F	G	H
1	Type	Line	Dated	By User	Description	Extended Price	Semester Winter/Spring/Summer/Fall	Advanced EMT 1st/2nd/3rd
2	General	0	06/11/2024	910513119	AS PER MFRD TRAINING POLICY AND YOUR QU			
3	Description	1	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION JACOB HAMBY	1,143.00	Spring Semester	Advance EMT
4	Description	2	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE JACOB HAMBY	481.00	Spring Semester	Advance EMT
5	Description	3	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEES TIMOTHY HOLLOWAY	429.00	Spring Semester	Advance EMT
6	Description	4	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION TIMOTHY HOLLOWAY	1,397.00	Spring Semester	Advance EMT
7	Description	5	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION CHRISTOPHER PEACOCK	1,905.00	Spring Semester	Advance EMT
8	Description	6	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE CHRISTOPHER PEACOCK	585.00	Spring Semester	Advance EMT
9	Description	7	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE STEVEN PLEDGER	481.00	Spring Semester	Advance EMT
10	Description	8	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION STEVEN PLEDGER	1,143.00	Spring Semester	Advance EMT
11	Description	9	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION JAMES REEVES	1,397.00	Spring Semester	Advance EMT
12	Description	10	06/11/2024	910513119	TRAINING: STUDENT FEES, REGISTRATION FEE JAMES REEVES	429.00	Spring Semester	Advance EMT
13	Description	11	06/12/2024	910513119	TRAINING AND REGISTRATION FEES BRANDON BECKER	3,015.00	Spring Semester / Out of State Rate	Basic EMT Class Recruit Class 24-02
14	Description	12	06/12/2024	910513119	TRAINING AND REGISTRATION FEE TYLER BRUNEAU	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
15	Description	13	06/12/2024	910513119	TRAINING AND REGISTRATION FEE AUSTIN CHAPMAN	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
16	Description	14	06/12/2024	910513119	TRAINING AND REGISTRATION FEE ANTHONY CINCO	3,015.00	Spring Semester / Out of State Rate	Basic EMT Class Recruit Class 24-02
17	Description	15	06/12/2024	910513119	TRAINING AND REGISTRATION FEEJAVON CONNOR	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
18	Description	16	06/12/2024	910513119	TRAINING AND REGISTRATION FEEDIEGO GOMEZ	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
19	Description	17	06/12/2024	910513119	TRAINING AND REGISTRATION FEE DAVID HALL	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
20	Description	18	06/12/2024	910513119	TRAINING AND REGISTRATION FEESENG LIM	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
21	Description	19	06/12/2024	910513119	TRAINING AND REGISTRATION FEECOLIN MCNAY	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
22	Description	20	06/12/2024	910513119	TRAINING AND REGISTRATION FEE CLARENCE MILNE	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
23	Description	21	06/12/2024	910513119	TRAINING AND REGISTRATION FEE DEREK OUTHAYTHIP	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
24	Description	22	06/12/2024	910513119	TRAINING AND REGISTRATION FEEKEAGAN PACE	3,015.00	Spring Semester / Out of State Rate	Basic EMT Class Recruit Class 24-02
25	Description	23	06/12/2024	910513119	TRAINING AND REGISTRATION FEE SAMUEL PETTWAY	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
26	Description	24	06/12/2024	910513119	TRAINING AND REGISTRATION FEE WILLIAM RAYNER	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
27	Description	25	06/12/2024	910513119	TRAINING AND REGISTRATION FEE CHAD ROBBINS	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
28	Description	26	06/12/2024	910513119	TRAINING AND REGISTRATION FEE JASON SIMS	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
29	Description	27	06/12/2024	910513119	TRAINING AND REGISTRATION FEE CARLOS SOTO	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02
30	Description	28	06/12/2024	910513119	TRAINING AND REGISTRATION FEE ALEX SYSOURATH	1,745.00	Spring Semester	Basic EMT Class Recruit Class 24-02

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for West Mobile Public Safety Complex Vertiv Liebert UPS units for MIT.

Amount of Contract:

\$16,992.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240718 Vertiv Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for West
Mobile Public Safety Complex Vertiv Liebert UPS units for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,992.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, professional service, sole source..

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11268</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL MAINTENANCE PLANS FOR WEST MOBILE PUBLIC SAFETY COMPLEX VERTIV LIEBERT UPS UNITS FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	\$16,992.00	<u>(295869) VERTIV CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011268-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	1295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #CPQ-705463-1.

001	PREVENTATIVE MAINTENANCE TAG# 1609231 DS AIR VS028DSA0EI570A 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	6115.76000	6115.76
1	1000.10.23.5000.5000.5000.0000.0000.42150.			6115.76

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	TAG# 1554889 NX 20-30 INTBAT 38SB020C0CHX 2 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	6533.03000	6533.03
1	1000.10.23.5000.5000.5000.0000.0000.42150.			6533.03

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011268-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG# 1608751 DELUXE CW CW038UCSA39568A 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	4343.21000	4343.21
1	1000.10.23.5000.5000.5000.0000.0000.42150.			4343.21
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TLG Peterbilt-Springfield for one 2024 Peterbilt 548 tandem axle class B water truck for motor pool.

Amount of Contract:

\$235,000.00

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240718 TLG Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to TLG Peterbilt-Springfield

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TLG Peterbilt-Springfield for one 2024 Peterbilt 548
tandem axle class B water truck for motor pool.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$235,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

Competitively quoted with cooperative purchasing agreements and GSA contracts.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>8757</u>	2024	(F7000) MOTOR POOL	2024 PETERBILT 548 TANDEM AXLE CLASS B WATER TRUCK FOR MOTOR POOL (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$235,000.00	<u>(299226) TLG PETERBILT-SPRINGFIELD</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008757-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor TLG PETERBILT-SPRINGFIELD 3026 N Mulroy Rd Strafford, MO 65757 Tel#4178655355	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	299226				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 TANDEM CLASS 8 WATER TRUCK AS FOLLOWS: TO BE 2024 PETERBILT 548WITH CUMMINS ENGINE AND PREMIER WATER TANK G5000 5000 GALLON TANK AND ACCESSORIES. AS PER TLG PETERBILT OF SPRINGHILL QUOTE DE-09499DATED 7-12-2024 AND PREMIER TANK QUOTE 2390 DATED 6-19-2024 AS PER SOURCEWELL CONTRACT 060920 Additional Description Notes	1.00 EACH	235000.00000	235000.00

TANDEM CLASS 8 WATER TRUCK AS FOLLOWS: CLASS 8 CAB AND CHASSIS;
 TRUCK/TRAILER CONFIGURATION; EXPECTED FRONT AXLE LOAD 20,000 LBS; EEXPECTED
 REAR DRIVE AXLE LOAD 46,000 LBS; EXPECTED GROSS VEHICLE WEIGHT CAPACITY:
 64,000 LBS; EXPECTED GROSS COMBINATION WEIGHT 80,000 LBS; LH PRIMARY
 STEERING LOCATION; ENGINE-500 HP@1625RPM, 1900GOV RPM, 1850 LB/FT @975 RPM
 OR EQUIVALENT. JACOBS COMPRESSION BRAKE OR EQUIVALENT;160 AMP ALTERNATOR; 12
 VOLT STARTER W/THERMAL PROTECTION OR EQUIVALENT; THREE (3) 12 VOLT
 MAINTENANCE PROTECTION FREE BATTERIES W/3375 CCA MINIMUM; 19CFFM AIR
 COMPRESSOR; FRONT PTO PROVISION ON FRONT OF ENGINE W/1350 ADAPTER FLANGE
 GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT; CONSTANT TENSION DESIGN
 CLAMPS FOR COOLANT HOSES AND AIR INTAKE SYSTEM; 1500 WATT ENGINE BLOCK
 HEATER; EXTENDED LIFE ANTIFREEZE (-34 DEGREES FARENHEIT)

AS REQUESTED BY 2086-PSM

1 7000.40.20.0000.0000.2070.0000.0000.47120.	
E MP02070 .VEHICLEEXP.	235000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008757-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
 TLG PETERBILT-SPRINGFIELD
 3026 N Mulroy Rd

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

Strafford, MO 65757

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#4178655355

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	299226				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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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 235000.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP.	235000.00	740822.84

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	235000.00	9064333.97

MOTOR POOL EXP

VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	05/07/24	CHARLES SUMRALL	
Approved	07/09/24	CHARLES SUMRALL	Approve Spec
Approved	05/10/24	SHONNDA SMITH	Auto approved by: 910518787

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008757-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
--	--

Page 3

Vendor
 TLG PETERBILT-SPRINGFIELD
 3026 N Mulroy Rd

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

Strafford, MO 65757

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#4178655355

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/08/24	299226				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/10/24 CHERI BOUCHER	Approved		
Approved	07/18/24 SHONNDA SMITH			
Approved	07/18/24 CHERI BOUCHER			
Rejected	06/03/24 JOHN PAINE			
Queued	07/18/24 DONALD ROSE			
Queued	07/18/24 SANDRA LEWIS			
Queued	07/18/24 STEVEN KRONINGER			
Queued	07/18/24 SAMANTHA COOLEY			
Queued	07/18/24 JOHN PAINE			
Queued	07/18/24 MICHAEL SPAFFORD			

Auto approved by: 910518244
 bad specs with send replaceme
 bad specs with send replaceme
 bad specs with send replaceme
 bad specs with send replaceme
 bad specs with send replaceme
 bad specs with send replaceme
 bad specs with send replaceme

Authorized By: _____ Date: _____
 Signature

Peterbilt

Class 5-8 chassis with related equipment

#060920-PMC

Maturity Date: 8/1/2025

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 060920-PMC gives access to the following types of goods and services:

- Trucks & tractors
- Class 5, 6, 7, & 8 (26,000-80,000 lbs.+ GVW)
- Multitude of configurations
- Dump trucks
- Vacuum trucks
- Refuse trucks
- Hook lift trucks
- Roll-off trucks
- Flat-bed trucks
- Heavy-haul tractors
- Plow trucks

[Locate your local dealer or representative](#)

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#)

[Setup Buy Sourcewell access](#)

Register for an account

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

Search Suppliers & Contracts

[General Contracts](#)

[eZQC 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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SUBJECT: Sourcewell Customer Pricing CY2021-2024

DB # 22-48R

DATE: 09-08-23

Peterbilt is excited to announce the following pricing update of the Sourcewell Customer Pricing program for the remainder of 2023 and 2024. Sourcewell, formerly NJPA, holds national contracts that offer an easy, time-saving procurement process for all levels of government and education. The discount by model represents the “% Off List” price the customer will pay when ordering units on the Sourcewell program.



Sourcewell

Formerly NJPA



Sourcewell Customer Pricing CY2021-2024

Peterbilt Motors Company Contract #060920-PMC

August 31, 2023 REVISION

Model	Model 220	Model 220EV	Model 535	Model 536	Model 537	Model 548
Average List Price	\$119,000	\$367,900	\$115,500	\$128,000	\$145,800	\$177,000
CY2021-2024 Sourcewell DISCOUNT	5%	5%	15%	15%	15%	15%
Estimated Sourcewell Customer Price	\$113,050	\$349,505	\$98,175	\$108,800	\$123,930	\$150,450

Model	Model 567	Model 579	Model 579EV	Model 589	Model 520	Model 520EV
Average List Price	\$281,000	\$264,700	\$662,700	\$294,000	\$284,000	\$690,300
CY2021-2024 Sourcewell DISCOUNT	25%	25%	25%	25%	25%	25%
Estimated Sourcewell Customer Price	\$210,750	\$198,525	\$497,025	\$220,500	\$213,000	\$517,725

**Dealer Guidelines:**

- Spec truck(s) to customer requirements using current Price Level
- Select Sourcewell code (9409843) in the Special Codes section of SmartSpec
- Sourcewell discount comes off Total LIST PRICE
- Customer & Dealer pricing matrix available on PACCAR.net
- Customer price includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit
- Price does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, local delivery, DEF fluid, etc.)
- Dealer invoice to customer must show final chassis price SEPARATE from any other costs noted above including body price & installation if applicable – use the quote/invoice template on PACCAR.net
- Bodies can be marked up 10% up to a maximum of \$7,000
- Pricing must not exceed matrix formula (less than or equal to X% off dealer list)
- Dealer must respond to PB.Loyalty@paccar.com email with customer information for the quarterly sales report

Other Requirements:

- Sourcewell Order will be submitted under the current Marketing Program
- For Tracking and to ensure correct pricing, include Option Code 9409843 PETERBILT SOURCEWELL PROGRAM on all Sourcewell orders
- Due to global supply chain cost increases, all trucks are subject to a commodity surcharge of up to 10% of truck (cab & chassis) price (List price less Sourcewell Discount)
- All orders must be submitted at current price level at the time of order
- Canadian Peterbilt Dealers have the option to order chassis in Canadian or US Dollars
- If ordered in US dollars, Canadian Peterbilt Dealers have the option to lock-in the exchange rate and have the truck invoiced in Canadian Dollars prior to build date. (Typically, 2 weeks before build date)
- Peterbilt/PACCAR-Canada provides Peterbilt Dealers the updated exchange-rate daily
- PACCAR Treasury uses a daily average along with 6-month futures
- This program may NOT be combined with other customer rebate or promotional programs
- Training is available on PACCAR.net, search Sourcewell

Contact your Regional Sales Office with any questions.

Jake Montero
Assistant General Manager – Sales & Marketing

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for Museum Drive Vertiv Liebert UPS units for MIT.

Amount of Contract:

\$17,678.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240717 Vertiv Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 23 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vertiv Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance plans for
Museum Drive Vertiv Liebert UPS units for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,678.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, professional service.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11266</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL MAINTENANCE PLANS FOR MUSEUM DRIVE VERTIV LIEBERT UPS UNITS FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	\$17,678.00	<u>(295869) VERTIV CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor
 VERTIV CORPORATION
 1050 DEARBORN DR

 COLUMBUS, OH 43085

 Tel#251-432-1211
 Fax 850-969-0855

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	PER YOUR QUOTE #CPQ-686794-1 TAG 1751241 APM 30 (N+1) WB NRB41CCSAHA0890 2 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	5773.63000	5773.63
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5773.63
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
002	TAG# 1796651 DS AIR DS042ADC1EI098S 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	5612.56000	5612.56
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5612.56

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TAG #1750884 DS AIR DS042ADC1EI235S 4 ESSENTIAL (08/01/2024) - (07/31/2025)	1.00 EACH	5612.56000	5612.56
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5612.56
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011266-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	295869	07/02/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	TAG# 1751243 APM45-90PERIPH NRMB0C4C2RA0S54 2 ESSENTIAL () - (08/01/2024)	1.00 EACH	679.25000	679.25
1	1000.10.23.5000.5000.5000.0000.0000.42150.			679.25

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 17678.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	17678.00	383172.41
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

For additional funds needed for the purchase of the chiller at Mobile Museum of Art

Amount of Contract:

\$19,561.00

Funding Source

C0019 (20002000.47010)

ATTACHMENTS:

1. TRANSFER FROM CAPITAL TO GRANT
2. Doc1421

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$19,561.00 be transferred from the Capital Fund, C0019 Public Facility Improvements (20002000.47010) to the Grant Fund Account G-MMOACHLL (50005000.93030) additional funds needed for the purchase of the chiller at Mobile Museum of Art.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 6/27/24

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item. 7

REQUEST: Please transfer \$19,561.00

FROM CAPITAL PROJECT#: C0019

CAPITAL PROJECT NAME: PUBLIC FACILITY IMPROVEMENTS

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT: G-MMOACHLI

PROJECT NAME: CLIMATE CONTROL MBILE MUSEUM OF ART

ACCT PROJECT STRING #: 50005000.93030

REASON FOR TRANSFER ADDITIONAL FUNDS NEEDED FOR THE PURCHASE OF THE
CHILLER AT MOBILE MUSEUM OF ART

BRENDA PARKER

Employee signature



Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Purpose is to transfer \$4,500,000 from Unassigned Fund Balance in the General Fund (1000) to Capital Project #C0976 Civic Center New Const & Demo in the Capital Improvement Fund (2000).

Amount of Contract:

Funding Source

Capital Improvement Fund

ATTACHMENTS:

1. RESOLUTION_-_From_General_Fund_Unassigned Fund Balance - Civic Center Demo (5)

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$4,500,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Project #C0976 Civic Center New Const & Demo in the Capital Improvement Fund (Fund 2000).

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5012

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: MPD Mounted Unit Grand Bay Upgrades Horse Barn Concrete Installation

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$23,100.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Install concrete slab in horse barn's center aisles (not stalls) & outside between barn and quonset hut. Includes removal & grading of existing dirt, formwork, rebar, and concrete finishing.

VENDOR NAME: Taylor Roofing, Concrete & Construction, LLC

VENDOR NUMBER: 294665

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant

I _____ Date: 07/09/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Install concrete slab in horse barn's center aisles (not stalls) & outside between barn and quonset hut. Includes removal & grading of existing dirt, formwork, rebar, and concrete finishing.

Amount of Contract:

\$23,100.00

Funding Source

C0968 MPD MOUNTED UNIT GRAND BAY UPGRADES (20002000-48010)

ATTACHMENTS:

1. routing pack

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson

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

Name of Company: Taylor Roofing, Concrete & Construction, LLC

Project Name: MPD Mounted Unit Grand Bay Upgrades
Horse Barn Concrete Installation

Project Number: PD-052-24

Amount: \$23,100.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD Mounted Unit Grand Bay Upgrades Horse Barn Concrete Installation

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$23,100.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Install concrete slab in horse barn's center aisles (not stalls) & outside between barn and quonset hut. Includes removal & grading of existing dirt, formwork, rebar, and concrete finishing.

VENDOR NAME: Taylor Roofing, Concrete & Construction, LLC

VENDOR NUMBER: 294665

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/09/2024

CITY OF MOBILE
**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this_____.

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

And the **Contractor:** Taylor Roofing, Concrete & Construction, LLC
43995 A Wheeler Road
Bay Minette, Alabama 36507

City Business License No.: 89032
Secretary of State Registration No.: 000-486-979

For the following **Project:** MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN CONCRETE INSTALLATION
6160 Gaston Loop Road W
Grand Bay, Alabama 36541

Project Number: PD-052-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement as though fully set out herein. The total contract amount is **Twenty-Three Thousand One Hundred and 00/100 Dollars (\$23,100.00)** which includes a Contingency Allowance of **Two Thousand and 00/100 (\$2,000.00)**.

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within **Ten (10)** calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6 INSURANCE

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

A. Workers' Compensation/Employer's Liability

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

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

B. **Comprehensive General Liability Insurance**

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

C. **Automobile Liability Insurance**

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. **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.

1. 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.
2. 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.

3. 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.
4. 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. There shall be no limits on the number of occurrences.

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 one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 **TERMINATION OF CONTRACT**
The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

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

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

To Contractor: Taylor Roofing, Concrete & Construction, LLC
43995 A Wheeler Road
Bay Minette, Alabama 36507

3.17 **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.

3.18 **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 **Taylor Roofing, Concrete & Construction, LLC** has completed the contract for **PD-052-24, MPD Mounted Unit Grand Bay Upgrades – Horse Barn Concrete Installation, 6160 Gaston Loop Road W, Grand Bay, Alabama 36541**. 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.

3.19 **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, Exhibit "A" Scope of Work as accepted by the City, all 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Exhibit A – Scope of Work, dated May 30, 2024;
3. State of Alabama Business Entity Record;
4. E-Verify Documentation;
5. City of Mobile Subcontracting and Major Supplier Plan; and
6. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Taylor Roofing, Concrete & Construction, LLC

Signature

William S. Stimpson, Mayor
Printed Name and Title

Theresa Taylor
By Signature

Theresa Taylor, Managing Member
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

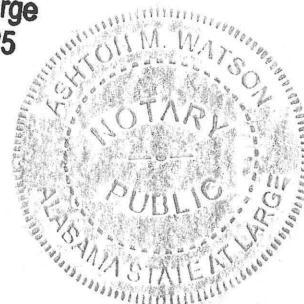
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Theresa Taylor as Managing Member of Mobile County 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 Taylor Roofing, Concrete + Construction, LLC.
Sworn to and subscribed for me this 19 day of June, 2024.

Ashton M. Watson
NOTARY PUBLIC
My Commission Expires: 9-20-2025

Ashton M. Watson
Notary Public, Alabama State At Large
My Commission Expires 9-20-2025



**EXHIBIT A – SCOPE OF WORK
MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN CONCRETE INSTALLATION
PD-052-24**

May 30, 2024

Basic Services

General Requirements

Work to be performed by Contractor shall consist of furnishing all labor, materials, prep work, tools, supplies, equipment, cleanup work, and insurance necessary to properly install a large concrete slab in the interior center aisles (not stalls) of the pre-engineered metal building Horse Barn, sloped ramps through both large overhead coiling doors, and a smaller concrete slab on the exterior, between the Horse Barn and Quonset Hut.

Scope of Work

- Removal of approximately 4-inches of existing sand clay within the interior center aisles (not stalls) and out the two large overhead coiling doors of the Horse Barn to achieve a final interior concrete finish floor height that is below the existing horse stall sliding gates, and so final finish floor height at the end of the ramps match existing grade. Grade for concrete installation
- Removal of approximately 4-inches of existing soil between the Horse Barn and Quonset Hut. Grade for concrete installation
- Install proper formwork and standard 6x6 10/10 reinforcement wire for concrete slabs and ramps
- Pour 4-inch 3000 psi concrete with fiber at both locations & broom finish
- Tool or saw-cut control joints in both slabs once properly cured
- Cleanup jobsite when complete
- Final inspection of installation by Owner prior to Contractor's final departure from site

Additional Services

If, during the course of the work, any unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

Taylor Roofing Concrete & Construction

ESTIMATE

43995 A Wheeler Rd.
Bay Minette, AL. 36507
lewistaylorjr@yahoo.com
(251)-458-3376

Bill To

Estimate Date

05/30/2024

David M. Cordingly
City of Mobile
205 Government St.
Mobile, AL. 36602-0001
Telephone (251)208-7637
Cell (251)802-2436
david.cordingly@cityofmobile.org

DESCRIPTION	AMOUNT
1)Removal of approximately 4" of existing sand clay to get concrete below sliding horse gates. 2)Grade for concrete. 3)Removal of approximately 4" of existing soil between two buildings, grade for concrete. 4)Form slabs & ramps and install standard 6x6 10/10 wire mesh. 5)Pour 4" thick 3000 psi concrete with fiber & broom finish. 6)Tool or saw cut control joints.	0.00
Material	10,300.00
Labor	9,800.00
Line Pump	1,000.00
TOTAL	\$21,100.00

Terms & Conditions

Taylor Roofing Concrete & Construction will provide labor, supervision, material, & equipment for this referenced project.



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-responsive.** 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: Archinque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Jaylen Rotberg, Lynette's Construction, LLC.
Address	43995 4 th Street Road Bay Minnett, AL 36507
Telephone	251-214-4379
E-Mail	mrs.theresa.blea@yahoo.com

RFP/RFQ Solicitation Number	—
Project Description	Paving concrete at MPD Mounted Unit in Grand Bay, AL.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☐ Vets ☐
Total # of Employees	4

Subcontractor/Major Supplier Plan submitted by:

Printed Name:

None

Signature:

Theresa Blea

Date:

6/20/24

Title:

Managing Member

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:

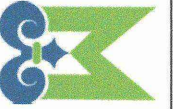
Theresa Blea

Title:

Managing Member

E-mail: Phone:

mrs.theresa.blea@yahoo.com



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

FORM 1: Background and Plan

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.

RFPP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ 21,000

Date: 5 / 30 / 24

Description	Quantity	Unit	Rate	Amount
Paving Concrete at MPD Mounted Unit in Grand Bazaar Rd.	110	m ²		

Name of Bidder/Proposer: Jaydes Potting, Gravel & Construction LLC

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder:

Gaylen Building Concrete Construction LLC

Contact Person:

Theresa Mueller

Phone *251-214-4379*

Email *muetheresa@aol.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.

The bidder did not need any extra help with this project, but hopefully in the future we will be able to do so. Thank you!



Taylor Roofing, Concrete & Construction, L.L.C.	
Entity ID Number	000-486-979
Entity Type	Domestic Limited Liability Company
Principal Address	BAY MINETTE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	11/27/2006
Registered Agent Name	TAYLOR, LEWIS
Registered Office Street Address	43995 A WHEELER RD BAY MINETTE, AL 36507
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION/INSTALLATION & MAINTENANCE
Members	
Member Name	TAYLOR, LEWIS
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/27/2006 Certificate of Formation 3 pgs.

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



Company ID Number: 1147736

Approved by:

Employer Taylor Roofing, Concrete & Construction, LLC	
Name (Please Type or Print) Theresa M Taylor	Title
Signature Electronically Signed	Date 12/01/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/01/2016



Company ID Number: 1147736

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Taylor Roofing,Concrete & Construction, LLC
Company Facility Address	43995 A Wheeler Rd Bay Minette, AL 36507
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	205739335
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starr Insurance Group LLC 1736 W 2nd St Montgomery AL 36106		CONTACT NAME: LORENA MARTINEZ PHONE (A/C, No, Ext): (334) 356-2500 E-MAIL ADDRESS: lorena@starrgroupllc.com FAX (A/C, No): (334) 356-2504	
INSURED TAYLOR ROOFING CONCRETE & CONSTRUCTION LLC 43995A WHEELER ROAD BAY MINETTE AL 36507		INSURER(S) AFFORDING COVERAGE INSURER A: Gotham Insurance Company INSURER B: Sheffield Fund INSURER C: Ace American Insurance INSURER D: NAUTILUS INSURANCE COMPANY INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES**CERTIFICATE NUMBER:** CL2392517018**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GL202300016834	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	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
							\$
	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) \$						
							\$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	AN1318812	07/08/2024	08/01/2025	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 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	Y	139574/HDOB7146064	06/17/2024	12/31/2024	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

City of Mobile is included as an Additional Insured in respect to General Liability, and Umbrella Liability. All policies, except workers compensatio, are Primary and Non-contributory.

Project # PD-052-24
Project Name: MPD Mounted Unit
Grand Bay Upgrade
6160 Gaston Loop W Grand Bay, AL

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street

Mobile

AL 36602

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  John Chason 400 W 2nd St Bay Minette AL 36507	CONTACT NAME: Travian Dickinson PHONE (A/C, No, Ext): 251-937*6913 FAX (A/C, No): E-MAIL: Travian@Johnchson.com ADDRESS: Travian@Johnchson.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company		25178
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

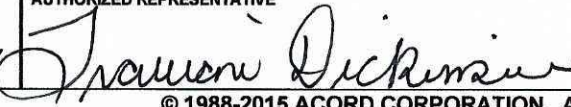
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☒	☒	159 5656-C17-01B 284 4247-E23-01B	03/17/2024 05/23/2024	09/17/2024 11/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

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

PD-052-24

CERTIFICATE HOLDER**CANCELLATION**

City Of Mobile P.O. Box 1827 Mobile	AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5016

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN
SPRAY FOAM
INSULATION

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$36,525.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Removal of all damaged existing foam; clean
ceiling
and walls, install new open cell spray foam insulation on the underside of the
roof,
walls, and two (2) gable ends of the horse barn.

VENDOR NAME: COASTAL
INSULATION

VENDOR
NUMBER: 295960

DEPT #: 3032
ENGINEERING

DEPT NAME: ARCHITECTURAL

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **X** N ____ ; 5% of the 1st 50%
X or
If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I

Date: 07/11/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Removal of all damaged existing foam; clean ceiling and walls, install new open cell spray foam insulation on the underside of the roof, walls, and two (2) gable ends of the horse barn.

Amount of Contract:

\$36,525.00

Funding Source

C0968 MPD MOUNTED UNIT GRAND BAY UPGRADES (20002000-48010)

ATTACHMENTS:

1. V2 MPD MOUNTED UNIT GRAND BAY UPGRADES SPRAY FOAM-CONTRACT PACKAGE_Rev.2

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson

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

Name of Company: Coastal Insulation

Project Name: Mpd Mounted Unit Grand Bay Upgrades Horse Barn
Spray Foam Insulation

Project Number: PD-052-24

Amount: \$36,525.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **MPD MOUNTED UNIT GRAND BAY UPGRADES HORSE BARN
SPRAY FOAM INSULATION**

CAPITAL PROJECT #: C0968 (20002000-48010)

CONTRACT AMOUNT: \$36,525.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-052-24

PROJECT DESCRIPTION: Removal of all damaged existing foam; clean ceiling and walls, install new open cell spray foam insulation on the underside of the roof, walls, and two (2) gable ends of the horse barn.

VENDOR NAME: COASTAL INSULATION

VENDOR NUMBER: 295960

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____; 5% of the 1st 50% **X** or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/11/2024

CITY OF MOBILE
**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this_____.

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

And the **Contractor:** BUILDER SERVICES GROUP, INC.
475 N Williamson Blvd
Daytona Beach, Florida 32114

City Business License No.: 42608
Secretary of State Registration No.: 000-904-626

And the **Subcontractor:** COASTAL INSULATION
2609 Old Shell Road
Mobile, Alabama 36607

For the following **Project:** MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN SPRAY FOAM INSULATION
6160 Gaston Loop Rd W
Grand Bay, Alabama 36541

Project Number: PD-052-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement as though fully set out herein. The total contract amount is **Thirty-Six Thousand Five Hundred Twenty-Five and 00/100 Dollars (\$36,525.00)** which includes a Contingency Allowance of **One Thousand and 00/100 (\$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 In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the Work beyond the reasonable control of Contractor, the contract sum, time of completion, or contract requirements shall be equitably adjusted by Change Order.

1.4 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a

complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within **Ten (10)** calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 **LIQUIDATED DAMAGES**
A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.
- 3.6 **INSURANCE**
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, **which such insurance shall be endorsed to name the City of Mobile as an additional insured**, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- B. **Commercial General Liability ("CGL")**
1. Comprehensive CGL (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- C. **Commercial/Business Automobile Liability ("BA")**
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. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*
- D. **Excess/Umbrella Liability Insurance**
1. Providing excess/umbrella coverage for Employer's Liability, Commercial General Liability, and Commercial/Business Automobile Liability.
 2. Each Occurrence & Aggregate: \$2,000,000 combined single limit of liability
- 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.
1. 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.
 2. 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.

3. 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.
4. 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. There shall be no limits on the number of occurrences.

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. Notwithstanding any other provision in this Agreement, any indemnification, defense or hold harmless obligation of Contractor shall be limited to the proportionate extent cause by Contractor's negligence. **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 one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 **TERMINATION OF CONTRACT**

The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City.

The Contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to Director, Real Estate Asset Management Department, P.O. Box 1827, 205 Government Street, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

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

Copy to: CITY ATTORNEY
CITY OF MOBILE LEGAL DEPARTMENT
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: BUILDER SERVICES GROUP, INC.
475 N Williamson Blvd
Daytona Beach, Florida 32114

To Subcontractor: COASTAL INSULATION
2609 Old Shell Road
Mobile, Alabama 36607

3.17 **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.

3.18 **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 **Coastal Insulation** has completed the contract for **PD-052-24, MPD Mounted Unit Grand Bay Upgrades – Horse Barn Spray Foam Insulation, 6160 Gaston Loop Road W,**

Grand Bay, Alabama 36541. 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.

3.19 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, Exhibit "A" Scope of Work as accepted by the City, all 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. An enumeration of the Contract Documents, other than a Modification, appears below:

- 1. This Instrument (Agreement);
- 2. Exhibit A – Scope of Work, dated June 12, 2024;
- 3. City of Mobile Business License;
- 4. State of Alabama General Contractor License;
- 5. W-9 Tax Identification Form;
- 6. State of Alabama Business Entity Record;
- 7. E-Verify Documentation;
- 8. City of Mobile Subcontracting and Major Supplier Plan; and
- 9. Certificate of Insurance with endorsements.

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Builder Services Group, Inc.

Signature

William S. Stimpson, Mayor
Printed Name and Title

Sherri Daniel
Signature

Sherri Daniel, Contracts Management
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

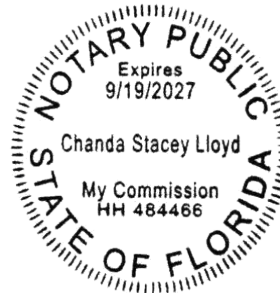
City Clerk

~~FLORIDA~~
STATE OF ~~ALABAMA~~
COUNTY OF ~~MOBILE~~ **VOLUSIA**

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sherri Daniel as Contracts Management of Builder Services Group 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 Contracts Management.

Sworn to and subscribed for me this 9th day of July, 2024.

Chanda Stacey Lloyd
NOTARY PUBLIC
My Commission Expires: 9/19/2027



**EXHIBIT A – SCOPE OF WORK
MPD MOUNTED UNIT GRAND BAY UPGRADES
HORSE BARN SPRAY FOAM INSULATION
PD-052-24**

June 12, 2024

Basic Services

General Requirements

Work to be performed by Contractor shall consist of furnishing all labor, materials, installation, prep work, tools, supplies, equipment, cleanup work, and insurance necessary to properly install open cell spray foam insulation on the underside of the roof, walls, and gable ends in the pre-engineered metal building horse barn.

Scope of Work

- Remove all damaged foam insulation on the underside of the roof and dispose of waste
- Remove all dust and debris from existing foam insulation on the underside of the roof
- Clean and prepare exposed walls, (2) gable ends, and existing foam insulation for new open cell spray foam application
- Cover and protect existing horse stalls with polyethylene film cover
- Install 3-Inch (nominal) open cell spray foam insulation on the underside of the roof, over the existing foam insulation
- Install 5.5-Inch (nominal) open cell spray foam insulation on the interior side of the exterior walls
- Install 5.5-Inch (nominal) open cell spray foam insulation on the interior side of the (2) gable building ends
- Install thermal barrier coating over all new spray foam insulation
- Contractor to make every effort to minimize and clean overspray
- Cleanup jobsite when complete
- Lift rental, material & labor
- Final inspection of installation by Owner prior to Contractor's final departure from site

Additional Services

If, during the course of the work, any unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BUILDER SERVICES GROUP INC T1
2609 OLD SHELL ROAD
MOBILE AL 36607

YEAR	LICENSE NO.
2024	42608
ISSUED	EXPIRES
1/20/2024	12/31/2024

238311 INSULATORS (BLD ETC/HOT & COLD)

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BUILDER SERVICES GROUP INC
2609 OLD SHELL RD
MOBILE, AL 36607-2910

2 T6 P602

STATE OF ALABAMA

BID LIMIT:

AMOUNT:



LICENSE NO.: S- 23557

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BUILDER SERVICES GROUP INC

DAYTONA BEACH, FL 32114

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SUBCONTRACTOR: FIREPLACES, GUTTERS AND DOWN SPOUTS, INSULATION, OVERHEAD DOORS

until November 30, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

27th day of October, 2023

200649

Michael B. Ten

SECRETARY-TREASURER

Charles A. Corbett

CHAIRMAN

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Builder Services Group, Inc	
2 Business name/disregarded entity name, if different from above. dba Coastal Insulation	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 2609 Old Shell Road	Requester's name and address (optional)
6 City, state, and ZIP code Mobile, AL 36607	
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	9	-	3	2	1	4	4	0 6

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 <i>Rita Robins</i>	Date <i>April 19, 2024</i>
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Builder Services Group, Inc.	
Entity ID Number	000-904-626
Entity Type	Foreign Corporation
Principal Address	475 N WILLIAMSON BLVD DAYTONA BEACH, FL 32114
Principal Mailing Address	475 N WILLIAMSON BLVD DAYTONA BEACH, FL 32114
Status	Exists
Place of Formation	Florida
Formation Date	12/28/1993
Qualify Date	12/22/1995
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	08/22/1997
Legal Name Merged	E. E. Bentley Insulation Co., of Dothan, Inc.
Transaction Date	12/22/1999
Legal Name Merged	Coastal Insulation of Alabama, Inc.
Transaction Date	07/02/2001
Legal Name Changed From	Gale Industries, Inc.
Transaction Date	03/03/2006
Fictitious Name Changed From	* Added
Transaction Date	03/03/2006
Legal Name Changed From	Masco Contractor Services Central, Inc.
Transaction Date	03/08/2010

Builder Services Group, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	04/06/2015
Fictitious Name Changed From	Masco Builder Services Group, Inc.
Transaction Date	04/06/2015
Principal Office Changed From	1128 C BEVILLE ROAD DAYTONA BEACH, FL 32114
Transaction Date	08/01/2023
Principal Mailing Address Changed From	260 JIMMY ANN DRIVE DAYTONA BEACH, FL 32114
Transaction Date	08/01/2023
Principal Office Changed From	260 JIMMY ANN DRIVE DAYTONA BEACH, FL 32114
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/22/1995 Certificate of Formation 2 pgs.
Document Date / Type / Pages	08/22/1997 Merger 3 pgs.
Document Date / Type / Pages	12/22/1999 Merger 3 pgs.
Document Date / Type / Pages	07/02/2001 Legal Name Change 1 pg.
Document Date / Type / Pages	03/03/2006 Legal Name Change 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	04/06/2015 Articles of Amendment 3 pgs.
Document Date / Type / Pages	08/01/2023 Articles of Amendment 2 pgs.

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



Company Information

Company Name TopBuild Corp.	Doing Business As (DBA) Name ---
Company ID 1492348	Enrollment Date Jan 17, 2020
Employer Identification Number (EIN) 200463017	Unique Entity Identifier (UEI) ---
DUNS Number ---	Total Number of Employees 10,000 and over
NAICS Code 238	Sector Construction

Subsector
Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor without FAR E-Verify Clause

[Edit Employer Category](#)

Company Addresses

Physical Address

475 N. Williamson Boulevard
Daytona Beach, FL 32114

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)



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

Section I. Information about your company

FORM 1: Background and Plan

Company	BUILDER SERVICES GROUP, INC
Address	2609 OLD SHELL ROAD MOBILE, AL 36607
Telephone	251-471-3311
E-Mail	charles.hill@truteam.com

RFP/RFQ Solicitation Number	PD-052-24
Project Description	MPD MOUNTED UNIT GRAND BAY UPGRADES HORSE BARN SPRAY FOAM INSULATION
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 49 Female 10 Minority 31 Non-minority 28 Vets 4
Total #of Employees	59

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Earle Dawson

Signature: Earle Dawson Date: 6/27/2024

Title: Division 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: CHARLES HILL Title: COMMERCIAL SALES REPRESENTATIVE

E-mail: Phone: charles.hill@truteam.com 251-243-3241



Subcontracting and Major Supplier Plan

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 # PD-052-24 Your Bid/Proposal Amount \$ 35,525.00

Date: 06 / 14 / 2024

Description MPD MOUNTED UNIT GRAND BAY UPGRADES HORSE BARN SPRAY FOAM INSULATION

Name of Bidder/Proposer: BUILDER SERVICES GROUP, INC / CHARLES HILL

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: BUILDER SERVICES GROUP, INC

Contact Person: CHARLES HILL Phone 251-243-3241 Email charles.hill@truteam.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

	X	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

x 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. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. MSC# 17385 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Builder Services Group, Inc. d/b/a Coastal Insulation A TopBuild Company 2609 Old Shell Road Mobile AL 36607 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B: Lloyd's Syndicate No. 1969</td><td>AA1120106</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Lloyd's Syndicate No. 1969	AA1120106	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570106355564 **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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	X	COMMERCIAL GENERAL LIABILITY	Y	Y	MWZY31307124	06/30/2024	06/30/2025	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
								MED EXP (Any one person)	\$25,000
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$6,000,000
	X	POLICY							
		PROJECT							
		LOC							
		OTHER:							
A		AUTOMOBILE LIABILITY	Y	Y	MWTB 313070-24	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$7,500,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		SCHEDULED AUTOS							
B	X	UMBRELLA LIAB			CSUSA2401330	06/30/2024	06/30/2025	EACH OCCURRENCE	\$2,000,000
		EXCESS LIAB						AGGREGATE	\$2,000,000
		DED							
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	MWC31557124	06/30/2024	06/30/2025	X PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	Y/N					OTH-ER	
		If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT	\$3,000,000
								E.L. DISEASE-EA EMPLOYEE	\$3,000,000
A		Excess Workers Compensation			MWXS31557224	06/30/2024	06/30/2025	E.L. DISEASE-POLICY LIMIT	\$3,000,000
					WA Stop Gap Only			EL Each Accident	\$3,000,000
					SIR applies per policy terms & conditions			EL Disease - Policy	\$3,000,000
								EL Disease - Ea Emp	\$3,000,000

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

[Proj: RE: Project Name: MPD Mounted Unit Grand Bay Upgrades Horse Barn Spray Foam Insulation, Jobsite Address: 6160 Gaston Loop Rd. W., Grand Bay, Alabama 36541] [AI: City of Mobile] is included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written contract. As required by written contract, the coverage provided by the General Liability and Automobile Liability policies to Additional Insured shall apply as Primary Insurance and any other applicable insurance coverage carried by the Additional Insured shall not contribute with this insurance. A waiver of Subrogation is provided for the above referenced General Liability, Automobile Liability and Workers' Compensation policies as per written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St., 5th Floor
South Tower
PO Box 1827
Mobile AL 36633 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT#5023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 Bridge Maintenance COM Project: 2024-3005-08

PROJECT #: C0932 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$117,500.00

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 7/16/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Ben Reynolds 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 Consulting, LLC,

Project Name: 2025 Bridge Maintenance
COM Project No. 2024-3005-08

Estimated Cost: \$117,500.00

Adopted:

City Clerk



2025 BRIDGE MAINTENANCE

PROJECT NO. 2024-3005-08

ENGINEER:

SAWGRASS CONSULTING, LLC



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SAWGRASS CONSULTING, LLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **SAWGRASS CONSULTING, LLC**.

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2025 BRIDGE MAINTENANCE, City of Mobile Project No. 2024-3005-08. This CONTRACT is for engineering design and construction inspection for misc. bridge maintenance at multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S

technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.
- b. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.
- c. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- d. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.
- e. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.
- f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- g. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- h. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge

Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

- i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.
- j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- k. 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.
- l. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and

specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **60% Design Submittal** (approximately 60% completion) shall be made **Six (6) 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 **Four (4) 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

- I. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
 - h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY

ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The 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.

- I. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.
- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall

be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A and Section III.B of this CONTRACT shall not exceed \$51,600.00 (Fifty-One Thousand Six Hundred Dollars and Zero Cents).
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$60,900.00 (Sixty Thousand Nine Hundred Dollars and Zero Cents).
 - c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$117,500 (One Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed

separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that

fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

SAWGRASS CONSULTING, LLC

By: _____
Print: Stephen J. Delahunty

Its: President

Address: 30673 Sgt E I Boots Thomas Drive
Spanish Fort, AL 36527

Telephone: 251.544.7900

STATE OF ALABAMA
CITY OF MOBILE

I, Tori Scheer, a Notary Public in and for said State and County, hereby
certify that Stephen J. Delahunty, whose name as President of
Sawgrass Consulting, LLC is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 8th day of July, 20 24.

Tori Scheer
NOTARY PUBLIC

My Commission Expires: May 24 2026

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

EXHIBIT A: PROJECT LOCATION

- 1. LAGAN PARK UPPER DAM**
- 2. OVERLOOK ROAD CULVERT (BIN# 015871)**
- 3. TODD ACRES BRIDGE (BIN# 011161)**

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2025 BRIDGE MAINTENANCE** City of Mobile
Project No. **2024-3005-08**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$750,000**
[Seven Hundred Fifty Thousand Dollars and No Cents].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid
to the ENGINEER shall not exceed **\$117,500 [One Hundred Seventeen Thousand Five Hundred**
Dollars and Zero Cents], unless authorized by the CITY.

CITY DISTRICT: Districts 4 & 7

FUNDING SOURCE: C0932 (2025 Bridge Maintenance)

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



2024 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



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

June 20, 2024

Mr. John Forrester, PE
City of Mobile Engineering Department
205 Government Plaza, 3rd Floor
Mobile, AL 36602

RE: Bridge Maintenance Project (Multi Site – 2024)

Mr. Forrester,

In response to your request for professional services for bridge repairs, Sawgrass Consulting, LLC, (Sawgrass) has teamed with Safe Span LLC and is pleased to provide a proposal for design and inspection services for this project. Our scope provides professional services for cursory NBI Element Level Inspection (verification), field survey, field assessments and inventory sketch, engineering and design details, plan development and construction inspection. The services are inclusive of Contract Preparation and Bidding Services for all three (3) sites;

Priority Site No. 1 – Langan Park Upper Dam Sheet Pile Repair
Priority Site No. 2 – Overlook Road Culvert (BIN 015871)
Priority Site No. 3 – Todd Acres Drive over Rabbit Creek (BIN 011161)

Enclosed you will find the Scope of Services and corresponding fees that will be required to accomplish this project. In summary, the following cost for the project is as follows:

Survey/Assessment/Engineering- Inspection Services-	Fee – \$51,600.00
	Fee - \$60,900.00

We appreciate the opportunity to partner with the City on this Project and please do not hesitate to call if you have any questions or need to discuss this Proposal in more detail.

Sincerely,



Stephen Delahunty, P.E.
President

Enclosures

Cc: Mr. Nick Amberger, PE , City Engineer

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase and Pre-Bid to Pre-Construction Phase	\$ 51,600.00
Construction Phase	\$ 60,900.00
Additional Services (If requested in writing by the City Engineer)	\$ 5,000.00
<u>Total Contract Amount including Additional Services</u>	<u>\$ 117,500.00</u>

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the “Description” area. Each COI must have this stated.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																								
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Project Name: _____ Project Number: 2011-3005-11																																										
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).																																										
CERTIFICATE HOLDER		CANCELLATION																																								
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																																								

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	CONTACT NAME: Jamie Owens PHONE (A/C, No, Ext): (251)445-8300 E-MAIL ADDRESS: j.owens@hrtinsurancegroup.com FAX (A/C, No): (251)445-8303
INSURED	Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER(S) AFFORDING COVERAGE
		INSURER A: Auto-Owners Insurance Company 18988
		INSURER B: Auto-Owners 18988
		INSURER C: Auto-Owners Insurance Company 26638
		INSURER D: Freberg Enviromental Insurance 524126
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00002326-403667

REVISION NUMBER: 250

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	38999702	10/27/2023	10/26/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS	Y	Y	5199970201	10/26/2023	10/26/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A106617560	10/26/2023	10/26/2024	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.	N	Y	FEI-AEP-74310	09/04/2023	09/04/2024	Aggregate 2,000,000

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

Project No: 2024-3005-08

Project Name: 2025 Bridge Maintenance

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (JCO)
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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Stephen J. Delahunty (affiant) who, being duly sworn says as follows:

President/CEO of Sawgrass Consulting, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Sawgrass Consulting that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Sawgrass Consulting is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.


CEO of Sawgrass Consulting, LLC

Sworn to and subscribed before me this the 8th day of July, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

OFFICE OF SUPPLIER DIVERSITY

Return to Office of Supplier Diversity
Via email: arichnue.kidd@cityofmobile.org

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Sawgrass Consulting, LLC		Certified DBE:		YES	NO	Contract Start Date: 08/01/2024
DESCRIPTION: Construction Engineering Inspection				Estimated Completion Date: 03/31/2025		
This report is for the month of:		JAN		OCT		FINAL
(CHECK ONE):		FEB		NOV		
		MARCH		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)	
\$ 117,500.00	\$	\$	\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.						
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE		OFFICE USE ONLY (Verification)
Isaiah Engineering, Inc.	CEI Administration	\$ 18,290.00	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
TOTALS		\$	\$	\$		

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Stephen J. Delahunty, P.E.

SIGNATURE:  President
(Title)

(Date)

DBE Utilization Report



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: ArchimedeLudd@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: Archana.kadd@cityofmobile.org
251 208 7967
205 Government Street, 5th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	Sawgrass Consulting, LLC
Address	30673 Sgt E I Boots Thomas Drive, Spanish Fort, AL 36527
Telephone	251.544.7900
E-Mail	sdelahunty@sawgrassllc.com

RFP/RFQ Solicitation Number	Project number 2024-3005-08
Project Description	2025 Bridge Maintenance
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephen J. Delahunty
Signature:  Date: 7/8/2024
Title: President

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

Name: Lynn Tolbert Title: Comptroller
Email: ltolbert@sawgrassllc.com Phone: 251.544.7900

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

Please Print Company Sawgrass Consulting, LLC Your Bid/Proposal Amount \$ 117,500.00

Date:

07 / 08 / 2024 Description 2025 Bridge Maintenance

Name of Bidder/Proposer: Sawgrass Consulting, LLC

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Sawgrass Consulting, LLC

Contact Person: Stephen J. 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
N/A		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
N/A		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
N/A		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
N/A		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
N/A		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
N/A		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
N/A		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2 (B)

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

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

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

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **Sawgrass** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 621593

Approved by:

Employer Sawgrass	
Name (Please Type or Print) Heather J McDonald	Title
Signature Electronically Signed	Date 12/04/2012
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/04/2012



Company ID Number: 621593

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sawgrass
Company Facility Address	30673 Sgt. E. I. Boots Thomas Drive Spanish Fort, AL 36527
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	273407212
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 621593

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1



Company ID Number: 621593

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lvn D Tolbert
Phone Number 2515447900210
Fax
Email ltolbert@sawarassllc.com

Name Heather J McDonald
Phone Number 2515447900
Fax 2515447918
Email hmcDonald@sawarassllc.com



Company ID Number: 621593



This list represents the first 20 Program Administrators listed for this company.



CAPITAL CONTRACT SUMMARY SHEET

Attached



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

To approve contract with Sabre Demolition Corporation for Demolition of Civic Center, Theater and Expo Hall.

Amount of Contract:

4,367,000.00 (pending approval of Resolution fund transfer, item#2024-371)

Funding Source

C0976 - 2000.2000.48010

ATTACHMENTS:

1. Resolu & Contract Sabre

REVIEWERS:

Tiereney Leverette

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, 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:	Sabre Demolition Corporation
Project Name:	Civic Center New Const. & Demo
Project Number:	CC-034D-22
Amount:	\$ 4,367,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Civic Center New Const. & Demo

CAPITAL PROJECT # C0976 DATE OF RECEIPT _____

DEPT. PROJECT # CC-034D-22

PROJECT DESCRIPTION Demolition of Civic Center, Theater and Expo Hall +

CONTRACT AMOUNT \$ 4,367,000.00

VENDOR NAME Sabre Demolition Corporation

VENDOR NUMBER 299223

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	<u>Construction**</u>	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ☒ N ☐ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Carleen Stout Clark Date 7/18/2024

Revised 5/16/2022 Tiffany Hollins

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 15th day of July in the year 2024

(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)

Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

City of Mobile Business License Number: Pending Issuance
Secretary of State Registration Number: 47160

for the following Project:

(Name, location and detailed description)

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034D-22

The Architect:

(Name, legal status, address and other information)

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS |

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

☒ 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:

☒ Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be 00/100 Dollars (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$2,367,000.00
Mural Removal Allowance:	\$1,000,000.00
Contingency Allowance:	\$1,000,000.00
Alternates	\$0.00
Total Bid:	\$4,367,000.00

§ 4.2 Alternates

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

Item	Price
NONE	\$0.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Row deleted)

Mural Removal Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)
Contingency Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)

- 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.)

(Table deleted)

Init.

NO.	ITEM NAME	UNIT	UNIT PRICE
1	Mass Earth Excavation	CY	\$ 10.00
2	Trench Earth Excavation	CY	\$ 15.00
3	Hand Earth Excavation	CY	\$ 250.00
4	Topsoil	CY	\$ 45.00
5	General or Open Site Areas	CY	\$ 50.00
6	Trench Backfill	CY	\$ 42.00
7	Select Fill	CY	\$ 42.00
8	Sod	SY	\$ 2.75
9	Fine Grading	SY	\$ 1.20
10	Grading - Cut and Export	CY	\$ 25.00
11	Excavation and Disposal of Unsuitable Soils	CY	\$ 25.00
12	Seeding and Mulching	SY	\$ 1.50
13	Silt Fencing	LF	\$ 5.50
14	Temporary Construction Fencing	LF	\$ 12.50

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

One

A time charge equal to ~~Two~~ Thousand and 00/100 Dollars (\$1,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, 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.

Initial Change: 

(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.

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§ 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:

(Paragraph deleted)

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.

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, 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.

(Paragraphs deleted)

§ 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

Init.

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Contractor) has completed the contract for _____ All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

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§ 6.2 Binding Dispute Resolution

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

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matt Dixon, President, Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

§ 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:

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- .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:
 - 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:

Init.

I. **Underground Hazard:**
Included or

- | | |
|-------------------------|--|
| A. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
|-------------------------|--|

C.	Bodily Injury and Property damage	\$1,000,000 combined single limit
----	--------------------------------------	-----------------------------------

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

- 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.

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.

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User Notes: (1795615481)

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 8.8 Force Majeure:

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

- .3 Drawings

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .4 Specifications

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .5 Addenda, if any:

Number	Date
1	June 10, 2024
2	June 24, 2024
3	June 27, 2024
4	July 8, 2024

(Paragraphs deleted)

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

- .6 Other Exhibits:

(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
NONE			

§ 9.2.1 Other documents, if any, listed below:

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

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

§ 9.2.2 Best Management Practices (BMPs):

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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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

Legal Name of Party to Contract: Sabre Demolition Corporation
Contractor: Sabre Demolition Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

Matt Dixon (President)

(Rows deleted)

(Printed name and title)

(Printed name and title)

ATTEST:

City Clerk

STATE OF NEW YORK
COUNTY OF ONONDAGA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Matt Dixon as President of Sabre Demolition Corporation 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 18th day of July, 2024.

Michele M. Hodgson

NOTARY PUBLIC

My Commission Expires: 03/29/2026

MICHELE M. HODGSON
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HO6219480
Qualified in Cayuga County
My Commission Expires 03-29-2026

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AIA Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, Project Manual, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

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promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Program Manager, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses

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foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Owner may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or

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Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp prior to submittal to the Architect.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

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of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

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for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

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construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 PARAGRAPH NOT APPLICABLE TO DEMOLITION AND ABATEMENT CONTRACTS.

§ 10.3.4 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

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§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless

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otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

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mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	CONTACT NAME: Robert Howe PHONE (A/C, No, Ext): 315-451-1500 E-MAIL ADDRESS: certificates@haylor.com FAX (A/C, No): 315-703-7666
INSURED Sabre Demolition Corp. Gerts Trucking Inc. 115 Railroad Street Warners NY 13164	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co INSURER B: Navigators Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1680983064**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ 10,000 Ded ☒ Pollution/Profes GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ECP200793021	2/23/2024	2/23/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP2029866	8/20/2023	8/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	FFX200793923 RK24EXC863888IV	2/23/2024 2/23/2024	2/23/2025 2/23/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WCA200793221	2/23/2024	2/23/2025	☒ PER STATUTE ☐ OTHER 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)

***Excess Liability Limits Navigators \$10,000,000 per occurrence, \$10,000,000 aggregate; Great Divide. \$5,000,000 per occurrence, \$5,000,000 aggregate.

Forms Enclosed:

ECP 1246 (01/21) Additional Insured - Ongoing Operations - Coverage A, D.1 & D.4

ECP 1248 (01/21) Additional Insured - Owners, Lessees or Contractors Automatic Status- Coverage A, D.1 & D.4

ECP 1238 (01/21) Additional Insured - Lessor of Leased Equipment Scheduled- Coverage A, B, D.1 & D.4

ECP 1245 (01/21) Additional Insured - State or Government Agency- Coverage A, B, D.1 & D.4

ECP 1240 (01/21) Additional Insured Managers or Lessors of Premises- Coverage A & B

ECP 1260 (01/21) Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City Of Mobile
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Sabre Demolition Corp. Gerts Trucking Inc. 115 Railroad Street Warners NY 13164	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

BSUM CA 06NY (01/19) Business Auto-Additional Insured When Required by Contract or Agreement
 CA 04 49 (11/16) Primary and Noncontributory - Other Insurance Condition
 CA 0444 (10/13) Waiver of Transfer of Rights of Recovery Against Others To Us (waiver of subrogation)
 NAV-EXC-348A (01/11) Amendment of Conditions Other Insurance Primary and Non-Contributory
 NAV-ECD-6012 (01/11) Waiver of Subrogation
 WC 000313 (04/84) Waiver of Our Right From Others Endorsement
 WC 040306 (04/84) Waiver of Our Right to Recover from Others Endorsement - California
 WC 420304B (06/14) Texas Waiver of Our Right to Recover from Others Endorsement

General Liability Etc Coverages Include Explosion, Collapse & Underground Hazards

Project #CC-034A-22 Mobile Civic Center, Theater and Expo Hall Demolition, 401 Civic Center Drive, Mobile AL

The City Of Mobile, The Architect and the Architect's Consultants are Additional Insured on a primary and non-contributing basis. A Waiver of Subrogation applies in favor of The City of Mobile. A notice of cancellation endorsement, 30 days for reasons other than non-payment of premium and 10 days notice of cancellation for non-payment of premium applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – 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, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 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.

- Bodily injury or property damage** occurring after:

- 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.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – 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 described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. 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 contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which 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 a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; 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** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – 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 described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. 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 contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which 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 a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT
SCHEDULED – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Where required by written contract.
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- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of such leased equipment.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. 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**.

- II. With respect to the insurance afforded to these additional **insureds**:

1. Their status as an additional **insured** ends when their contract or agreement with you for such leased equipment ends; and
2. This insurance does not apply to any **occurrence** which takes place after the equipment lease expires; and
3. The coverage provided by this endorsement shall not apply to **claim** or **suit** based upon or arising from an actual or alleged act, error or omission in the performance of professional services of the person(s) or organization(s) shown in the **SCHEDULE** above.

- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – 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; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which 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 a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of the equipment leased to you by such person(s) or organization(s), which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

State or Governmental Agency Or Subdivision Or Political Subdivision:	Where required by contract or written agreement
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- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** any state or governmental agency or subdivision or political subdivision shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such state or governmental agency or subdivision or political subdivision be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. Such contract or agreement must be executed and in effect prior to your operations which are the subject of the permit or authorization.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. 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**.

- II. This insurance does not apply to:

1. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the federal government, state or municipality; or
2. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – 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; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which 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 any additional **insured** state or governmental agency or subdivision or political subdivision shown in the **SCHEDULE** to this endorsement provided that:

1. The additional **insured** state or governmental agency or subdivision or political subdivision is a **Named Insured**

under such other insurance; and

2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** state or governmental agency or subdivision or political subdivision. Such contract or agreement must be executed and in effect prior to the performance of your operations, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the state or governmental agency or subdivision or political subdivision included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES – COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Designation Of Premises (Part Leased To You):	Name Of Person(s) Or Organization(s) (Additional Insured):
Where required by contract or written agreement.	Where required by contract or written agreement.

- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the **SCHEDULE**. Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises. With respect to the insurance afforded to such additional **insured** the following additional exclusions apply:

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the **SCHEDULE**.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. 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**.

- II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – 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; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- III. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which 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 a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to your ownership, maintenance or use of such leased premises, which are the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP200793021	2/23/2024	2/23/2025	2/23/2024

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the coverage and/or limits of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Sabre Demolition Corp Endorsement Effective Date: 8/20/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS
OTHER INSURANCE
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A. Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
 - 9. This insurance is excess over any other insurance available to the insured except:
 - a. insurance that is purchased specifically to apply in excess of this policy; or
 - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
 - 1. the amounts shown in item 3 of the Declarations of this policy; or
 - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

Class 2-13000 Risk

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms of the policy remain unchanged.

Class 2-13000 Risk

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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

Any person or organization as required in writing by contract or agreement prior to loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization as required in writing by contract or agreement prior to loss.

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

2/23/2024

Policy No.

WCA200793221

Endorsement No.

Insured

Sabre Demolition Corp

Insurance Company:

Great Divide Insurance Company

Premium

Countersigned
by

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver - Any person or organization as required in writing by contract or agreement prior to loss.

2. Operations:

"All Texas Operations"

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

\$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

2/23/2024

Insured

Sabre Demolition Corp

Insurance Company:

Great Divide Insurance Company

Policy No.

WCA200793221

Endorsement No.

Premium

Countersigned by

16 July 2024

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

VOLKERT

MOBILE CIVIC CENTER DEMOLITION

Procurement Process Summary

Project CC-034D-22

1. Project Description:

The project is to demolish the existing Mobile Civic Center, Theater, and Expo Hall.

2. Procurement Process:

The procurement process generally consisted of the following.

- A Pre-qualification Request for Proposals was issued with proposal due date of 17 May 2024.
- 24 Pre-qualification Proposals were received.
- After review and evaluation, 17 contractors were pre-qualified.
- A Request for Bids was issued to the pre-qualified contractors on 31 May 2024.
- A mandatory pre-bid meeting was held on 20 June 2024. 13 of the 17 pre-qualified contractors attended.
- Addendums 01 through 04 were issued prior to the bid due date.
- 10 Bids were received on the July 10th bid date and publicly opened and read aloud by the City Clerk's Office.

3. Bid Results:

- Bids ranged from a low of \$4,367,000 to a high of \$7,747,000 with a relatively even distribution.
- The low bid of \$4,367,000 was received from Sabre Demolition Corporation and included 18% DBE participation.

The Program Manager Recommends award of the Contract to the low bidder, Sabre Demolition Corporation.

Sam Matheny
Sam Matheny
Program Manager
Volkert, Inc.

Delivering the future of infrastructure

July 16, 2024

City of Mobile
205 Government Street, South Tower, 5th Floor
Mobile, AL 36602

Re: Sabre Demolition Corporation
Civic Center Demolition
401 Civic Center Drive, Mobile, AL 36602

To Whom It May Concern:

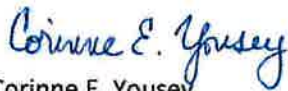
We understand that Sabre Demolition Corporation has or is about to conduct business with you. This letter is to inform you that Great Midwest Insurance Company is the surety for Sabre Demolition Corporation and has an AM Best rating of A- and financial size of VI.

Great Midwest Insurance Company has expressed their willingness to consider supporting Sabre Demolition Corporation on individual projects of \$20,000,000 (Twenty Million) and an aggregate work program of \$40,000,000 (Forty Million).

Please understand any such bond request is subject to favorable review of the contract documents and other underwriting considerations deemed necessary at the time of the request. This letter is not to be construed as an agreement to provide bonds for any particular project but is offered as an indication of our past experience and confidence in Sabre Demolition Corporation. Any arrangement to provide final bonds is a matter between Great Midwest Insurance Company and Sabre Demolition Corporation and we assume no liability to third parties if we do not execute said bond(s).

Thank you.

Sincerely,



Corinne E. Yousey
Attorney-in-Fact for Great Midwest Insurance Company
cyousey@haylor.com
(315) 453-2193



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:

Corinne E. Yousey, James D. Freyer, Paul J. Hagen, Adam J. LaClair, Raechel Eassa, Gia Diep, Antranig J. Almasian, Anthony Ferraiolo

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 Twenty-Five Million dollars (\$25,000,000.00), 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.

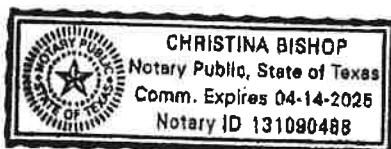


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
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.



BY Christina Bishop
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 16th Day of July, 2024.



BY Leslie K. Shaunty
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.



ARTICLES OF INCORPORATION

State Form 4159 (R10/8-95)

Approved by State Board of Accounts 1995

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.

Present original and two (2) copies to address in upper right corner of this form.

Please TYPE or PRINT.

Upon completion of filing, the Secretary of State will issue a receipt.

APPROVED
RECEIVED
FILED
99 SEP 21 PM 4:57
SECRETARY OF STATE
SUE ANNE GILROY

1999 09/15
SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-21-2

FILING FEE: \$90.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form a corporation (hereinafter referred to as "Corporation") pursuant to the provisions of:

☒ Indiana Business Corporation Law

☐ Indiana Professional Corporation Act 1983, Indiana Code 23-1.5-1-1, et seq. (Professional corporations must include Certificate of Registration.)

As amended, executes the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of Corporation (the name must include the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation thereof.)

Sabre Demolition Corporation

Principal Office: The address of the principal office of the Corporation is:

Post office address

137 South Production Drive

City

Avon

State

IN.

ZIP code

46168

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Mr. Jeff Hart

Address of Registered Office (street or building)

137 South Production Drive

City

Avon

Indiana

ZIP code

46168

ARTICLE III - AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 10,000

If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE IV - INCORPORATORS

[the name(s) and address(es) of the incorporators of the corporation]

NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Jeff Hart	137 S. Production Dr.	Avon	IN.	46168

In Witness Whereof, the undersigned being all the incorporators of said Corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true,

this 17 day of September, 19 99.

Signature

Printed name

Jeff Hart

Signature

Printed name

Signature

Printed name

This instrument was prepared by: (name)

I David Young, Attorney at Law

Address (number, street, city and state)

9000 Keystone Crossing #730, Indianapolis IN.

ZIP code

46240



**NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT (ALL ENTITIES)**

State Form 2627B (R7 / 1-03)

APPROVED

AND

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-24-2 (for profit corporation)
Indiana Code 23-17-6-2 (non-profit corporation)

NO FILING FEE

Name of entity Sabre Demolition Corporation	Date of incorporation / organization / admission Sept. 21, 1999
Current registered office address (number and street, city, state, ZIP code) 137 South Production Drive AVON, IN 46168	
New registered office address (number and street, city, state, ZIP code)	

Current registered agent (type or print name) Jeff Hart
New registered agent (type or print name) Matt Dixon

STATEMENTS BY REGISTERED AGENT OR ENTITY

This statement is a representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The registered agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in facsimile.

IN WITNESS WHEREOF, the undersigned executes this notice and verifies, subject to the penalties of perjury, that the statements contained herein are true, this January day of January, 20 06.

Signature Matt Dixon	Title President
------------------------------------	---------------------------

AUTHORIZING RESOLUTION
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF SABRE DEMOLITION
CORPORATION

The undersigned, being all of the directors of SABRE DEMOLITION CORPORATION (hereinafter, the "Corporation"), an Indiana corporation, hereby take the following action by written consent in lieu of a special meeting of the Board of Directors, pursuant to Section 23-1-34 of the Indiana Code:

WHEREAS, former directors and officers of the Corporation Jeff Hart and Darren Stanley (Hart and Stanley are collectively referred to as the "Sellers") sold the entirety of their stock in the Corporation to current directors Matthew Dixon and Steve Dixon, pursuant to that certain Stock Sale-Purchase Agreement dated December 31, 2005 (the "Stock Sale Agreement"); and

WHEREAS, pursuant to Section 5(d) of the Stock Sale Agreement, the Sellers tendered their written resignations as officers and directors of the Corporation effective as of the date of the Stock Sale Agreement, leaving Matthew Dixon and Steve Dixon as the sole remaining officers and directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Corporation desires to appoint new officers of the Corporation, with Matthew Dixon serving as President, Steve Dixon as Vice President, and Debbie Wideman as Controller; and it is further

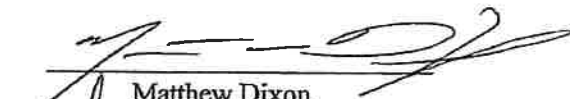
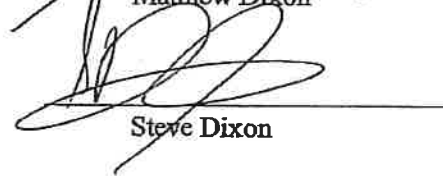
RESOLVED, that Matthew Dixon, in his capacity as President of the Corporation, and Steve Dixon in his capacity as Vice President of the Corporation, are hereby authorized, in the name and on behalf of the Corporation to execute and deliver any and all agreements, certificates, instruments and documents, and to do any and all acts and things, in accordance with the Bylaws of the Corporation, and to pay such expenses, as they, or either of them, deem necessary or advisable to conduct the business of the Corporation; and it is further

RESOLVED, that Debbie Wideman, in her capacity as Controller, is hereby authorized to take such action as the Board of Directors, the President and Vice President of the Corporation authorize from time to time in furthering the interests of the Corporation; and it is further

RESOLVED, that the foregoing Resolutions shall be binding on the Corporation.

This written consent may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of this 28 day of September, 2007.


Matthew Dixon

Steve Dixon

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 47160
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SABRE DEMOLITION CORPORATION

WARNERS, NY 13164

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION

until June 30, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of June, 2024

SECRETARY-TREASURER

Michael B. Tew

Charles A. Gable, Jr.

CHAIRMAN

207293



Bonding Specialists



Bond # GM239415

City of Mobile · Permitting

Bond Form

Know All Men By These Presents, That we Sabre Demolition Corporation, as Principal, and Great Midwest Insurance Company as Surety authorized to conduct business in the State of Alabama, are held and firmly bound unto the City of Mobile in the penal sum of Ten Thousand (\$10,000) Dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors or administrators, jointly and severally, firmly by these presents.

The principal in the within bond desires to engage in the City of Mobile in the business of Contracting and desires this bond in compliance with the Building Code and other codes of the City of Mobile, and the condition of the above obligation is such that if the principal and its or his employees, servants and agents will faithfully observe the provisions of said Code, and of all the laws of the City of Mobile heretofore or hereafter enacted, pertaining to Contractors or Builders and all rules and regulations established pursuant thereto, and if all the work done by the principal or under his or its license shall be executed in a good and workmanlike manner, and if the principal will indemnify and save the City of Mobile harmless from any and all liability or damages or loss which any person, firm or corporation may suffer, either in person or property, or of any character whatever, caused by or arising from, in or about the doings of such work in the City of Mobile by the principal or its or his agents, employees or servants, and if the principal will properly repair any faulty work which the principal, its servants, agents or employees may do or which may be done under the principal's license, the above obligation shall be void; otherwise to remain in full force and effect.

Any person, firm or corporation injured in person or property by reason of any violation of the above mentioned ordinances or regulations or by reason of any breach of this bond may in his own name maintain a suit, or action upon this bond for such injury, or default.

It is further understood and agreed that this bond may be terminated by either party hereto delivering written notice of termination to the other parties at least 35 days prior to the effective date of such termination; the surety, however, remaining liable for any defaults under this bond, committed prior to the expiration of such 35 day period.

Dated this 15th day of July, 2024

Contractor's Company Name Sabre Demolition Corporation

(Please type or print clearly)

Signed by

[Signature]
(Principal Sign Here) (Title)

Surety's Company Name

Great Midwest Insurance Company

(Please type or print clearly)

Signed by

[Signature] Attorney-In-Fact
(Surety Sign Here) (Title)

Resident Agent Haylor, Freyer & Coon

Phone Number 315-451-1500

Address 300 South State Street

Syracuse, NY 13202



Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | permitting@cityofmobile.org | 251.208.7198
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised September 2023

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:

Corinne E. Yousey, James D. Freyer, Paul J. Hagen, Adam J. LaClair, Raechel Eassa, Gia Diep, Antranig J. Almasian, Anthony Ferraiolo

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 Twenty-Five Million dollars (\$25,000,000.00), 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

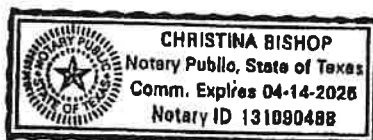
BY

Mark W. Haushill

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.



BY

Christina Bishop

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 15th Day of July, 2024.



BY

Leslie K. Shaunty
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.

PRINCIPAL'S ACKNOWLEDGMENT
INDIVIDUAL VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of _____
County of _____

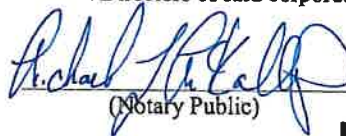
On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who executed the forgoing instrument, and who being by me duly sworn, deposes and says that (s)he is the _____ of _____. A Limited Liability Company, and that (s) he executed the forgoing instrument as the act and deed of the said Limited Liability Company.

(Notary Public)

CORPORATE VERIFICATION

State of NEW YORK
County of ONONDAGA

On this 15th day of JULY, in the year 2024, before me personally came MATT DIXON to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of BELLE AIR BLUFFS, FL that (s) he is the PRESIDENT of the SABRE DEMOLITION CO. the corporation described in and which executed the forgoing instrument, that (s) he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

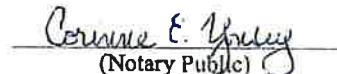

(Notary Public)

MICHAEL J. MCKALLIP
NOTARY PUBLIC - STATE OF NEW YORK
No. 01MC6370954
Qualified in Onondaga County
My Commission Expires 02-12-2026

SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On this 15th day of July in the year 2024, before me personally came Paul J. Hagen to me known, who, being by me duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s)he is the Attorney-in-Fact of the Great Midwest Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that (s) he signed his/her name thereto by like order.


(Notary Public)

Corinne E. Yousey
Notary Public, State of New York
No. 01YO6149825
Qualified in Onondaga County
My Commission Expires July 17, 2026

Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2023
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		Liabilities:	
Cash and Short term Investments	\$ 101,418	Loss and Loss Expense Reserves	\$ 111,582
Bonds	289,808	Unearned Premium	52,038
Commons Stocks	50,275	Ceded Reinsurance Premium	5,685
Mortgage Loans	20,134	Amounts withheld by company for account of others	48,594
Other Invested Assets	14,880	Other Liabilities	10,488
Total Cash & Invested Assets	476,515	Total Liabilities	228,387
Other Assets:		Capital and Surplus:	
Premium Receivables	22,499	Common Stock	4,550
Reinsurance Recoverable	25,208	Gross Paid In & Contributed Capital	296,893
Tax Assets	8,064	Unassigned Funds (Surplus)	7,225
Other Assets	4,769		
Total Other Assets	60,540	Total Capital and Surplus	308,668
Total Assets	\$ 537,055	Total Liabilities, Capital & Surplus	\$ 537,055

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2023.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 12 day of April, 2024.

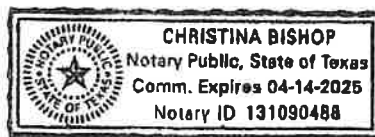
STATE OF TEXAS
COUNTY OF HARRIS

On this 12 day of April, 2024, before me, Christina Bishop a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Joel Daves, Councilmember

Purpose and Scope of Project:

Accept two permanent sidewalk easements, as needed for the 2023 CIP ADA Sidewalks District 1-7 project

Amount of Contract:

N/A

Funding Source

ATTACHMENTS:

1. Resolution PSWE 2024
2. PSWE CCM SIGNED 7.11.24
3. PSWE Edwards SIGNED 5.31.24-a

REVIEWERS:

Tiereney Leverette

Lana Gauthier

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 accept two Permanent Sidewalk Easements for the 2023 CIP ADA
Sidewalks District 1-7 project, from:

1. Country Club of Mobile, Alabama, on property located at 4101 Wimbledon Dr. W.,
Mobile, Alabama.
2. John Francis Edwards, Jr. and Eleanor Stimpson Edwards, on property located at 5
Westgate Rd, Mobile, Alabama.

BE IT FURTHER RESOLVED THAT:

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, COUNTRY CLUB OF MOBILE, Alabama, a corporation. 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 unto the said CITY OF MOBILE, its successors and assigns, an 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, all of which is located in Mobile County, Alabama, is described as follows, to wit:

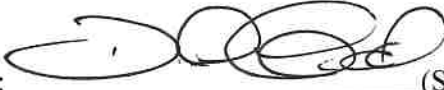
See "Exhibit A" attached hereto

As shown on "Exhibit B" attached hereto

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 WHEREOF, COUNTRY CLUB OF MOBILE, Alabama, a Corporation, has caused these presents to be executed by Dirk Flad, as its General Manager, who is duly authorized in this premises, on this 11 day of JULY, 2024.

Country Club of Mobile, Alabama

By:  (SEAL)

Dirk Flad, as its General 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 Dirk Flad, whose name as General Manager of COUNTRY CLUB OF MOBILE, Alabama, a Corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as General Manager, and with full authority, executed the same voluntarily for and as the act of COUNTRY CLUB OF MOBILE, Alabama, a Corporation, on the day the same bears date.

Given under my hand and seal this the 11th day of JULY, 2024.


Notary Public, State of Alabama

My Commission Expires: 2/6/2027

This instrument prepared by:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

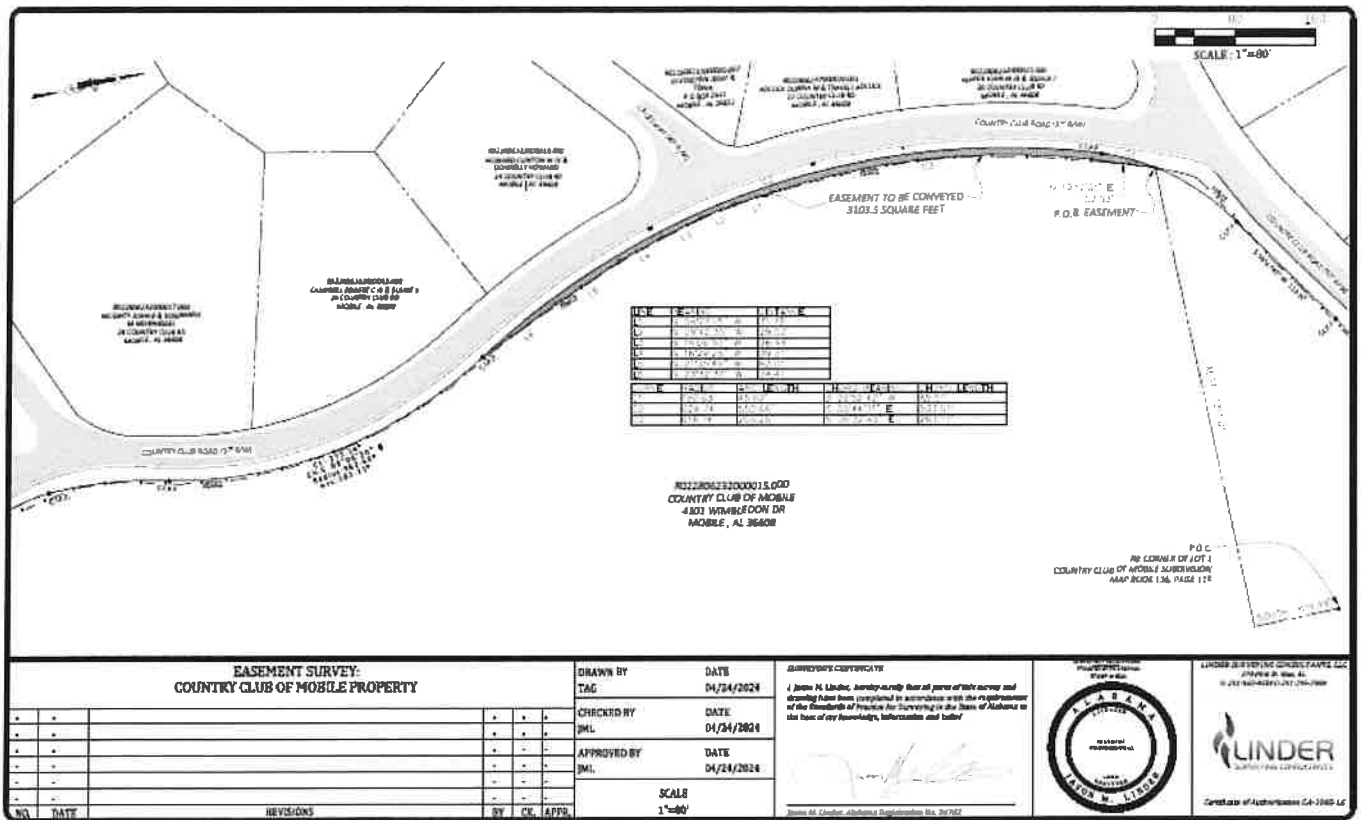
Grantee:
City of Mobile
Real Estate Dept.
P. O. Box 1827
Mobile, Alabama 36633

"EXHIBIT A"

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, COUNTRY CLUB OF MOBILE SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 136, PAGE 116 OF THE RECORDS OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE SOUTH 619.49 FEET; THENCE WEST 1311.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTRY CLUB ROAD, SAID POINT BEING THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG A 192.63 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 45.62 FEET (CHORD=S 26°52'42" W A DISTANCE OF 45.51 FEET); THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ALONG A 624.74 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 550.66 FEET (CHORD=S 05°44'31" E A DISTANCE OF 533.01 FEET); THENCE DEPARTING SAID RIGHT OF WAY LINE N 23°32'37" W A DISTANCE OF 74.41 FEET; THENCE N 21°35'49" W A DISTANCE OF 62.01 FEET; THENCE N 16°29'25" W A DISTANCE OF 39.51 FEET; THENCE N 14°06'53" W A DISTANCE OF 36.44 FEET; THENCE N 09°42'35" W A DISTANCE OF 29.52 FEET; THENCE N 04°27'15" W A DISTANCE OF 31.79 FEET; THENCE ALONG A 618.74 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC LENGTH OF 265.20 FEET (CHORD=N 06°32'45" E A DISTANCE OF 263.17 FEET); THENCE N 19°17'01" E A DISTANCE OF 52.53 FEET TO THE POINT OF BEGINNING.

"EXHIBIT B"



PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, John Francis Edwards, Jr., and Eleanor Stimpson Edwards, husband and wife, the Grantors, 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 unto the said CITY OF MOBILE, its successors and assigns, an 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, all of which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto

As shown on "Exhibit B" attached hereto

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 WHEREOF, the undersigned have set their hands and seals, this the 31 day of May, 2024.

OWNERS

By: _____

John Francis Edwards, Jr.

Eleanor Stimpson Edwards

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State do hereby certify that John Francis Edwards, Jr. and Eleanor Stimpson Edwards, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 31st day of May, 2024.

Deborah S. Dove
Notary Public, State of Alabama

My Commission Expires: _____



This instrument prepared by:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

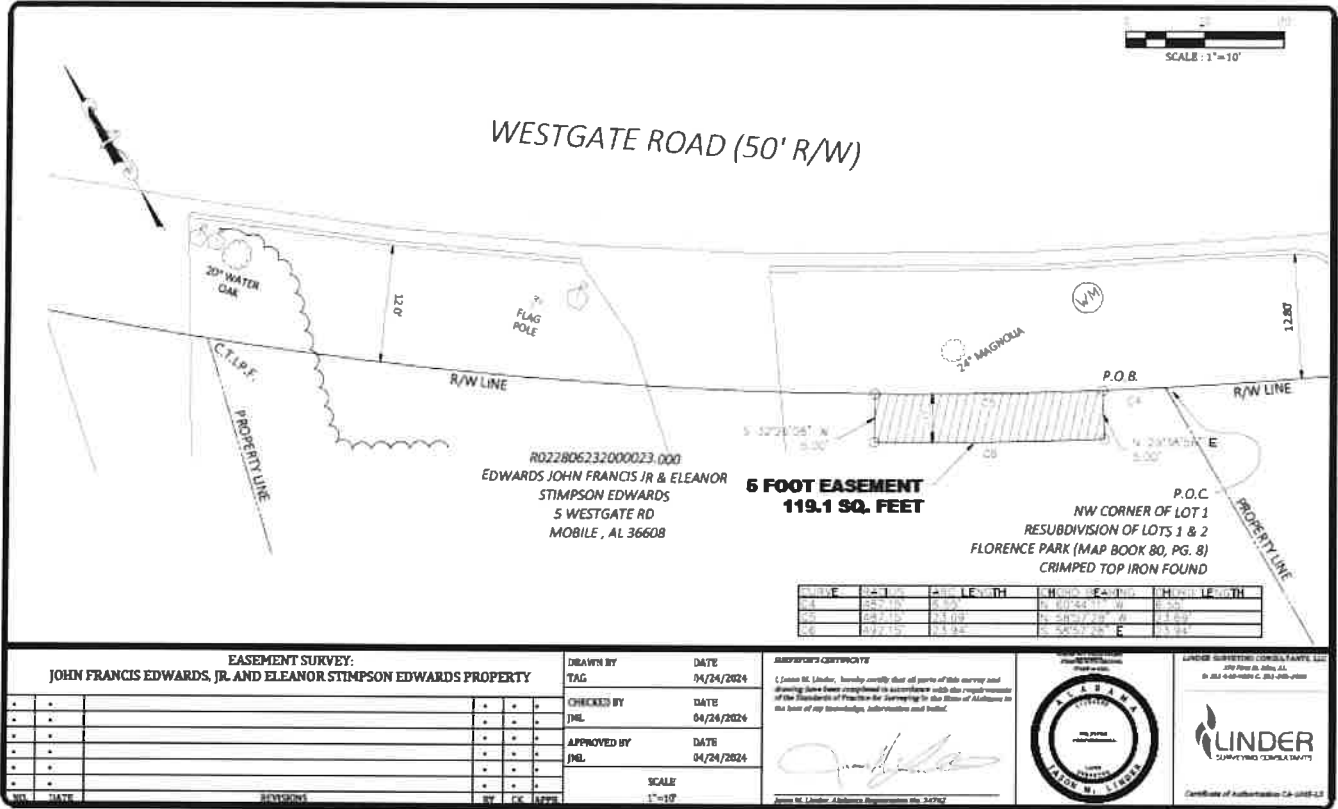
Grantee:
City of Mobile
Real Estate Dept.
P. O. Box 1827
Mobile, Alabama 36633

“EXHIBIT A”

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE RESUBDIVISION OF LOTS 1 AND 2, FLORENCE PARK SUBDIVISION ACCORDING TO PLAT RECORDED IN MAP BOOK 80, PAGE 8 OF THE RECORDS OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WESTGATE ROAD ALONG A 487.15 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC LENGTH OF 6.55 FEET (CHORD=N 60°44'11" W A DISTANCE OF 6.55 FEET) TO THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE FOR AN ARC LENGTH OF 23.69 FEET (CHORD=N 58°57'28" W A DISTANCE OF 23.69 FEET); THENCE DEPARTING SAID RIGHT OF WAY S 32°26'08" W A DISTANCE OF 5.00 FEET; THENCE ALONG A 492.15 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC LENGTH OF 23.94 FEET (CHORD=S 58°57'28" E A DISTANCE OF 23.94 FEET); THENCE N 29°38'56" E A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

“EXHIBIT B”



EASEMENT SURVEY: JOHN FRANCIS EDWARDS, JR. AND ELEANOR STIMPSON EDWARDS PROPERTY

NO.	DATE	REVISIONS	BY	CHK	APP

DRAWN BY TAG	DATE 04/24/2024
CHECKED BY JHL	DATE 04/24/2024
APPROVED BY JHL	DATE 04/24/2024
SCALE 1"=10'	

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.

[Signature]

Jason M. Linder, Alabama Registration No. 34962



LINDER SURVEYING CONSULTANTS, LLC
370 River St., Mobile, AL 36688
205-638-4000 • 205-638-4001

LINDER
SURVEYING CONSULTANTS

Commission of Authorization CA-0088-03

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Edward Byrne Memorial JAG Fund, Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement and Traffic Safety Division, grant assistance in the amount of \$150,000.00 in support of the FY 2024 Edward Byrnes Memorial Justice Assistance (JAG) Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Department of Economic and Community Affairs, Law Enforcement and Traffic Safety Division. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Alabama Forestry Commission's Trees4AL Program a grant in the amount of \$100,000 to support community, neighborhood and street tree plantings in areas within the City identified as disadvantaged by EPA's Climate and Economic Justice Screening Tool. This project will benefit disadvantaged communities with low tree canopy and associated heat islands. No match is required for this grant.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Alabama Forestry Commission. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

RESOLUTION

Sponsored by: 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 **2106 N GIMON CIRCLE** 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. 2, 3, 4, 5, 7 and 8; 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 **2106 N GIMON CIRCLE** described as:

BEG AT NE COR LOT 25 BLK 16 FULTON RIDGE ESTS MBK 4 P 110-115 TH RUN N 69 DEG 33 MIN W ALG N/L OF LOT 25 & PROJ THEREOF 280 FT TO PT OF E BK OF ESLAVA CRK TH RUN IN SELY DIR ALG E BK OF ESLAVA CRK DIS OF 41.14 FT TH S 70 DEG 2 MIN 43 SEC E 149.49 FT TH S 18 DEG 58 MIN 4 SEC E 85 FT TH S 82 DEG 56 MIN 47 SEC E 65 FT TO PT SD PT BEING W/S OF GIMON CIR TH RUN NLY ALG W/L OF GIMON CIR 85.62 FT TO POB BEING LOT 1 RIVER ACS E MBK 29/103 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 005.01

Last Assessed to: WILSON JAMES E & BARBARA M

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

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the name Gary Jackson.

RE: Nuisance Abatement Hearing Request

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

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2106 N GIMON CIRCLE.**
OWNED BY OR MAY HAVE AN INTEREST: **WILSON JAMES E & BARBARA M** 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 11 32 4 003 005.01

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2106 GIMON CIR N

Property Details

PARCEL KEYX	00958958	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

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

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3/4/24

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/28/2024

Property Address: 2106 Gimon Circle North **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.



















Affidavit of Mailed Notice



July 23, 2024

State of Alabama
County of Mobile

Subject Property – 2106 Gimon Circle North.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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.

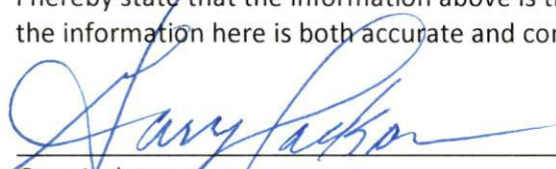
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 Deputy Director

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



James Ellis Wilson and Barbara Means Wilson
2106 Gimon Circle North
Mobile, AL 36605-2355

June 12, 2024

RE: 2106 Gimon Circle North
Project Number: ME-025-24

Dear James Ellis Wilson and Barbara Means Wilson:

On May 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2106 Gimon Circle North.

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

BEG AT NE COR LOT 25 BLK 16 FULTON RIDGE ESTS MBK 4 P 110-115 TH RUN N 69 DEG 33 MIN W ALG N/L OF LOT 25 & PROJ THEREOF 280 FT TO PT OF E BK OF ESLAVA CRK TH RUN IN SELY DIR ALG E BK OF ESLAVA CRK DIS OF 41.14 FT TH S 70 DEG 2 MIN 43 SEC E 149.49 FT TH S 18 DEG 58 MIN 4 SEC E 85 FT TH S 82 DEG 56 MIN 47 SEC E 65 FT TO PT SD PT BEING W/S OF GIMON CIR TH RUN NLY ALG W/L OF GIMON CIR 85.62 FT TO POB BEING LOT 1 RIVER ACS E MBK 29/103 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 005.01

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 **July 27, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2024**, 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 **July 27, 2024**, which is 45 days from the date of this NOTICE.

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

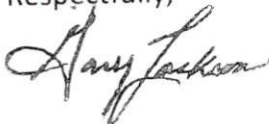
- IV. **NOTICE** is hereby given that on **July 30, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2106 Gimon Circle N

Date: April 23, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 18, 2024

Per the Title Report, the owner is: James Ellis Wilson and Barbara Means Wilson

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | James Ellis Wilson and
Barbara Means Wilson
2106 Gimon Circle N
Mobile AL 36605-2355 | Owners – Subject/location address – Phone
numbers are 251-518-8724, 251-709-0412, 251-
209-0209 good 2024 – LexisNexis address good
2023 |
| 2 | James Ellis Wilson and
Barbara Means Wilson
1218 Elmira St
Mobile AL 36604-2348 | LexisNexis address good 2/2024 |

RELATIVES OF JAMES ELLIS WILSON AND BARBARA MEANS WILSON – BOTH ARE OVER 70 YEARS OF AGE

- | | | |
|---|---|--|
| 3 | James Wilson
1213 Baylor Dr
Mobile AL 36618-2104 | Son of owners – Phone numbers are same as
above. |
| 4 | Barja Wilson
1000 Old Shell Rd
Mobile AL 36605-4112 | LexisNexis address good 2023 Phone number 251-
513-6072 good 2024 |
| 5 | Derrick Wilson
211 W 3 rd St
Gaffney SC 29341-2064 | Son of owners – LexisNexis address good 3/2024
– Phone numbers 864-838-9060, 864-489-8089
good 2023 and 2024 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|--|
| 6 | Board of Water & Sewer
Commissioners of the City of
Mobile
MAWSS Park Forest Plaza
4725 Moffett Road
Mobile, Alabama 36618 | Judgement and order of condemnation – recorded
10/18/2023, instrument number 2023062044 |
|---|---|--|

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs James E. Wilson & Barbara M. Wilson, filed 11/28/2023,
recorded 3/21/2024, instrument number 2024016337.

RESOLUTION

Sponsored by: 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 **1604 ROBERT E LEE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7 and 8; 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 **1604 ROBERT E LEE STREET** described as:

**LOTS 19 & 20 BLK 2 OLLINGER & STEIN SUB DBK 128 P 101 #SEC
36 T4S R1W #MP29 11 36 0 004**

Parcel Number: 29 11 36 0 004 030

Last Assessed to: SMITH JOHNNY & SHELITA

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

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FR' line.

RE: Nuisance Abatement Hearing Request

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

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1604 ROBERT E LEE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **SMITH JOHNNY & SHELYTA** 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 11 36 0 004 030

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1604 ROBERT E LEE ST

Property Details

PARCEL KEYX	00969321	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	77	SCORE DESCRIPTION	Demo
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2/26/24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/28/2024

Property Address: 1604 Robert E. Lee Street **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.













Affidavit of Mailed Notice



July 23, 2024

State of Alabama
County of Mobile

Subject Property – 1604 ROBERT E LEE Street.

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

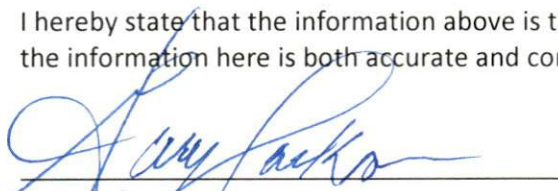
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Deputy Director

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



Johnny Smith, Shelita Smith
1604 Robert E. Lee Street
Mobile, AL 36605-2034

June 12, 2024

RE: **1604 Robert E. Lee Street**
Project Number: ME-017-24

Dear Johnny Smith, Shelita Smith:

On May 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1604 Robert E. Lee Street.

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

LOTS 19 & 20 BLK 2 OLLINGER & STEIN SUB DBK 128 P 101 #SEC
36 T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 030

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 **July 27, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2024**, 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 **July 27, 2024**, 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 **July 30, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished/remove foundation

- 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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1604 Robert E. Lee Street

Date: April 25, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 25, 2024

Per the Title Report, the owner is: Fee simple is vested in Johnny Smith and Shelita Smith

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Johnny Smith
Shelita Smith
1604 Robert E. Lee St
Mobile AL 36605-2034 | Owners – Location/Subject – LexisNexis address
good 11/2022 – Phone numbers 251-654-7140,
251-447-4592, 251-490-2106, and 251-479-9072
good 2023 and 2024 |
| 2 | Johnny Smith
Shelita Smith
1959 Navco Rd
Mobile AL 36605-2852 | LexisNexis address good 3/2024 – Revenue
Commission mailing address from 2021 - 2024 |
| 3 | Johnny Smith
Shelita Smith
659 Welworth St
Mobile AL 36617-3029 | LexisNexis address good 2/2024 |
| 4 | Johnny Smith
Shelita Smith
2163 General Gorgas Dr
Mobile AL 36617-3034 | LexisNexis address good 2023 |

TAX STATUS: TAX EXEMPT DUE TO AGE

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Johnny Smith and Shelita Smith, filed 3/5/2024,
recorded 3/21/2024.

RESOLUTION

Sponsored by: 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 **1105 STEWART ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1105 STEWART ROAD** described as:

LOT 4 BECK SUB MBK 26 P 53 #SEC 40 T5S R1W #MP32 05 40 0 005

Parcel Number: 32 05 40 0 005 049.03

Last Assessed to: MCMEANS DANA DEMETER

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

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: **Nuisance Abatement Hearing Request**

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

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1105 STEWART ROAD**.
OWNED BY OR MAY HAVE AN INTEREST: **MCMEANS DANA DEMETER** IS A PUBLIC NUISANCE AS
SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 05 40 0 005 049.03

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1105 STEWART RD

Property Details

PARCEL KE/X	01016616	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

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

Property Score

SCORE	58	SCORE DESCRIPTION	Demo
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Notes

FL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

3/4/24

Notes 5 to 0 for Demolition

[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/28/2024

Property Address: 1105 Stewart Road **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.











Affidavit of Mailed Notice



July 23, 2024

State of Alabama
County of Mobile

Subject Property – 1105 Stewart Road.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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.

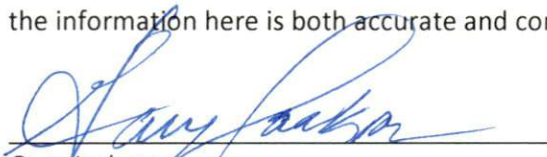
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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 Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Dana Demeter McMeans
1105 Stewart Road
Mobile AL 36605-3634

June 12, 2024

RE: **1105 Stewart Road**
Project Number: ME-026-24

Dear Dana Demeter McMeans:

On May 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1105 Stewart Road.

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

LOT 4 BECK SUB MBK 26 P 53 #SEC 40 T5S R1W #MP32 05 40 0 005

Parcel Number: 32 05 40 0 005 049.03

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 **July 27, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2024**, 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 **July 27, 2024**, which is 45 days from the date of this NOTICE.

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

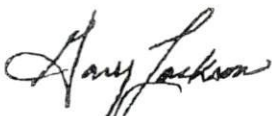
IV. **NOTICE** is hereby given that on **July 30, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished/remove foundation

- 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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1105 Stewart Rd

Date: April 24, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 22, 2024

Per the Title Report, the owner is: Dana Demeter McMeans

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Dana Demeter McMeans
1105 Stewart Rd
Mobile AL 36605-3634 | Owner – Subject/location address – LexisNexis
address good 2023 – Phone numbers 251-232-
2385, 251-438-5709 good 2024 |
| 2 | Dana Demeter McMeans
1100 Dunnaway Dr
Mobile AL 36605-3608 | LexisNexis address good 3/2024 |
| 3 | Dana Demeter McMeans
306 Gaston St
Mobile AL 36603-5623 | LexisNexis address good 2023 |
| 4 | Dana Demeter McMeans
1226 Doyle Ave
Mobile AL 36605-3523 | LexisNexis address good 2023 |
| 5 | Dana Demeter McMeans
1100 Congress St
Mobile AL 36603-5606 | LexisNexis address good 2023 |
| 6 | Dana Demeter McMeans
1230 Doyle Ave
Mobile AL 36605-3523 | LexisNexis address good 2023 |

**TAX STATUS: 2023 NOT PAID AND WILL GO TO LIEN
SALE IN MAY IF NOT PAID**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Dana Demeter McMeans, filed 11/28/2023, recorded
3/21/2024, instrument number 2024016335.

RESOLUTION

Sponsored by: Gina Gregory – District 7

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 **5910 WESTHAVEN DRIVE SOUTH** 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, 6, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **5910 WESTHAVEN DRIVE SOUTH** described as:

LOT 20 BLK 12 HILLSDALE HGT S MBK 10 P 183 #SEC 17 T4S R2W
#MP28 04 17 1 000

Parcel Number: 28 04 17 1 000 013

Last Assessed to: ROBINSON TARLEE

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

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

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

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5910 WESTHAVEN DRIVE SOUTH**. OWNED BY OR MAY HAVE AN INTEREST: **ROBINSON TARLEE** 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: 28 04 17 1 000 013

COUNCIL DISTRICT 7 – GINA GREGORY

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

5910 West Haven Drive

Property Details

Parcel Key	489242	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03/28/24	Comments	

Property Score

Score	88	Score Description	Demolition
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-2-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/28/2024

Property Address: 5910 Westhaven Drive **District No:** 7

- ☐ 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.



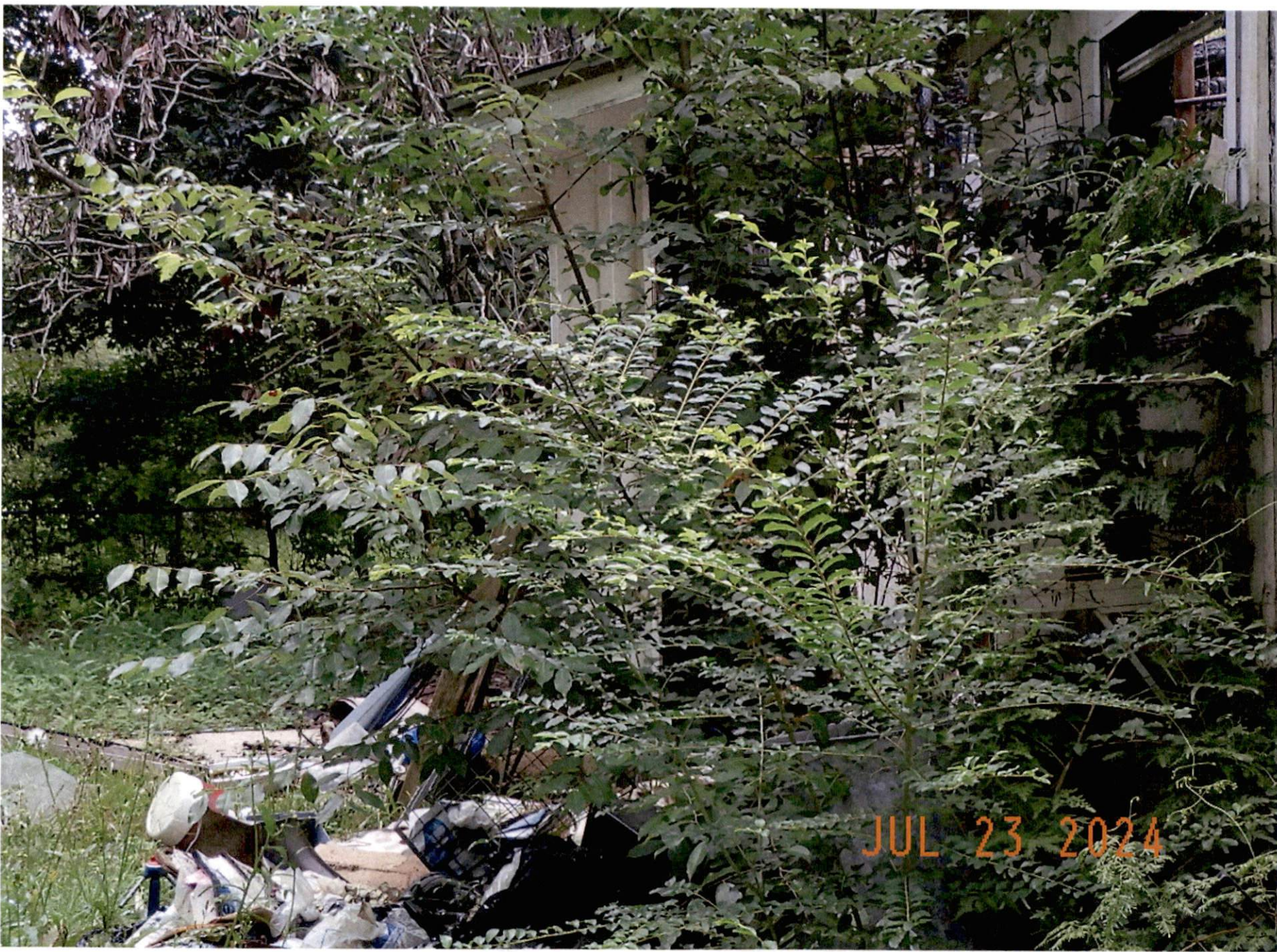














Affidavit of Mailed Notice



July 23, 2024

State of Alabama
County of Mobile

Subject Property – 5910 Westhaven Drive.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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.

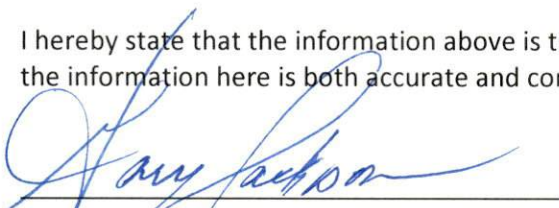
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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 Deputy Director

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



Tarlee Robinson
5910 Westhaven Drive South
Mobile, AL 36608-4067

June 12, 2024

RE: **5910 Westhaven Drive South**
Project Number: ME-032-24

Dear Tarlee Robinson:

On May 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 5910 Westhaven Drive South.

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

LOT 20 BLK 12 HILLSDALE HGT S MBK 10 P 183 #SEC 17 T4S R2W
#MP28 04 17 1 000

Parcel Number: 28 04 17 1 000 013

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:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(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 **July 27, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2024**, 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 **July 27, 2024**, which is 45 days from the date of this NOTICE.

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

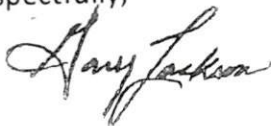
- IV. **NOTICE** is hereby given that on July 30, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished/remove foundation

- 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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 5910 Westhaven Drive S

Date: May 21, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 16, 2024

Per the Title Report, the owner is: Tarlee Robinson

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Tarlee Robinson
5910 Westhaven Dr S
Mobile AL 36608-4067 | Owner – Subject/location address – LexisNexis
address good 2023 – Phone number possible 251-
342-3419 good 5/2015 – lexis says current listing. |
| 2 | Tarlee Robinson
977 Clubhouse Cir W Apt A
Decatur GA 30032-1948 | LexisNexis address good 2/2024 |
| 3 | Tarlee Robinson
Charla Gresham
PO Box 59
Theodore AL 36590-0059 | Revenue Commission website mailing address
good 2021 – 2024 – Charla Gresham paid the taxes
2020, 2021 and 2023. Her phone numbers are 251-
366-0323, 251-653-6189, 251-295-8089 and 850-
432-7935 good 2024 |
| 4 | Charla Gresham
735 S Washington Ave
Mobile AL 36603-1301 | LexisNexis address good 5/2024 |
| 5 | Charla Gresham
7330 Old Military Rd
Theodore AL 36582-2130 | LexisNexis address good 3/2024 |

TAX STATUS: 2023 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|---|
| 6 | Alabama Medicaid
Liens Division
P. O. Box 5624
Montgomery, AL 36103-5624 | Alabama Medicaid Agency vs Mary E. Robinson
Filed 4/16/2014, recorded 6/5/2014. Mary E.
Robinson was previous owner and mother of
Tarlee Robinson. |
|---|---|---|

Open Mortgages: NONE

Lis Pendens: NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: July 22, 2024

SUBJECT: Weed Lien Group 1656 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1656**. Please place these on the City Council's Agenda for **Tuesday, July 30, 2024**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER			5028	
		1656			Res. No.	
4/2/2024		LOTS TO BE DECLARED			58-294	
5/7/2024		LOTS FOR PUBLIC HEARING			58-407	
7/30/2024		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	704 Rebecca Dr	34633	35766	\$ 457.81	1	
2	613 Wellington St	33897	35767	\$ 587.00	1	
3	1925 Luckie Ave	31709	35768	\$ 50.00	1	CBO
4	4212 Zack Logan Ave N	34869	35769	\$ 901.03	4	
5	469 McCarley St	34604	35785	\$ 703.54	1	
6	2110 Steiner St	28677	35770	\$ -	3	WL
7	1913 Beau Terra Dr W	32303	35771	473.09	1	
8	1909 Beau Terra Dr W	32297	35772	369.89	1	
9	1827 St Charles Ave	32430	35773	\$ 1,050.00	1	
10	112 Bush Ave	32373	35774	\$ 50.00	2	
11	1060 Congress St	31901	35775	\$ -	2	NA
12	1711 Perch Dr	31439	35776	\$ 875.00	4	
13	0 Lincoln Ave	32736	35777	\$ 700.00	2	
	Pa. No. (22 08 44 0 019 092.XXX)					
14	2607 Esau Ave	29509	35778	\$ 1,925.00	1	
15	1155 Sutton Ave	28373	35779	\$ 50.00	3	CBO
16	1508 Basil St	28478	35780	\$ 50.00	2	CBO
17	1219 Jessie St	28671	35781	\$ 700.00	1	
18	2657 Berkley Ave	31600	35782	\$ 50.00	1	CBO
19	1012 New St Francis St	32127	35783	\$ -	2	CBD
20	203 Abrams St	32442	35784	\$ 245.00	1	
				\$ 9,237.36		
District total for this group				Number of lots cut		
1	11		1	10		
2	5		2	1		
3	2		3	0		
4	2		4	2		
5	0		5	0		
6	0		6	0		
7	0		7	0		
	20			13		
*ADD Added in from other Groups		*CBD Cut before Declared				
*CBO Cut By Owner		* WL Wooded Lot				
*N/A Taken out by Inspector						

Larry Fisher
Marchetta Jute 7-24-24



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **WHITE RODERICK**
C/O WHITE RODERICK
Address: **3361 W MILDRED ST**
City, State, Zip: **MOBILE, AL 36605-4159**
Group Number: **1656** Item # **1**

Lot Description: **LOT 13 CECILIA CT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 453.XXX) 704 REBECCA DR**

Nuisance Date: **4/2/2024** Posting Date: **4/30/2024** Hearing Date: **5/7/2024**
Date lot was cut: **7/18/2024** Contractor: **Mr. Jerry Jones**

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,225	\$ 0.0125	\$ 127.81
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 457.81

Shelia Dean
SECRETARY

Marshell Jones
INSPECTOR

Jerry Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **JONES BEATRICE**
Address: **613 WELLINGTON ST**
City, State, Zip: **MOBILE, AL 36617-2546**
Group Number: **1656** Item # **2**

Lot Description: **LOT 20 BLK 2 SUMMERVILLE PLACE MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 047.XXX) 613 WELLINGTON ST**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,564	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		9	\$ 3.00	\$ 27.00
Debris Removal	Cubic Yard	55	\$ 7.00	\$ 385.00
Total Project Cost:				\$ 587.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
July 22, 2024

Lot Owner: **DUNCAN INVESTMENT PROPERTIES LLC**
C/O DARYL DUNCAN
Address: **1617 CRESTWOOD DR**
City, State, Zip: **MOBILE, AL 36618-2455**
Group Number: **1656** Item # **3**

Lot Description: **LOT 13 BLK 2 OF WESTERN PART MCDONALD BROS SUB MBK 4/419 #SEC 44 T4S R1W**
#MP29 02 44 0 023 (29 02 44 0 023 195.XXX) 1925 LUCKIE AVE

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,038	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marchetta Jantz
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **WILLIAMS HILLIARD**
Address: **4212 ZACK LOGAN AVE**
City, State, Zip: **MOBILE, AL 36609**
Group Number: **1656** Item # **4**

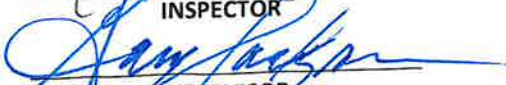
Lot Description: **COMG AT THE NW COR OF LOT 11 ZACK LOGAN ESTS MBK 3 P 44 TH RUN SLY 105 FT TO POB TH RUN S 155 FT(S) TH SELY 33.19 FT TH NELY ALG A CURV OF ZACK LOGAN AVE A DIS OF 106.55 FT TH N 134 FT(S) TH W 111 FT(S) TO POB #SEC 38 T6S R2W #MP28 08 38 3 002 (28 08 38 3 002 012.XXX) 4212 ZACK LOGAN AVE**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		17,682	\$ 0.0125	\$ 221.03
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	90	\$ 7.00	\$ 630.00
Total Project Cost:				\$ 901.03


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **JKG PROPERTIES LLC**
Address: **6000 GRELOT RD**
City, State, Zip: **MOBILE, AL 36609**
Group Number: **1656** Item # **5**

Lot Description: **LOT 135 DIV A MILLVILLE DBK 121 NS P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 011.XXX) 469 MCCARLEY ST**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		10,283	\$ 0.0125	\$ 128.54
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 703.54


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **DEUTSCHE BANK NATIONAL**

C/O ARACELI URQUIDI

Address: **9451 CORBIN AVE**

City, State, Zip: **NORTHRIDGE, CA 91324**

Group Number: **1656** Item # **7**

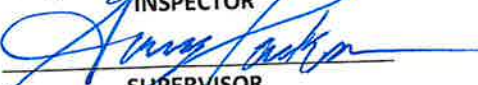
Lot Description: **LOT 119 BEAU TERRA 4TH UNIT MBK 8 P 290 #SEC 01 T4S R2W #MP28 01 01 2 002 (28 01 01 2 002 022.XXX) 1913 BEAU TERRA DR W**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,447	\$ 0.0125	\$ 143.09
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 473.09


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **WESTON ANNA PALMER DAVIS**
Address: **1909 BEAU TERRA DR W**
City, State, Zip: **MOBILE, AL 36618**
Group Number: **1656** Item # **8**

Lot Description: **LOT 118 FOURTH UNIT BEAU TERRA MBK 8 P 290 #SEC 1 T4S R2W #MP28 01 01 2 002 (28 01 01 2 002 023.XXX) 1909 BEAU TERRA DR W**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,591	\$ 0.0125	\$ 144.89
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 369.89


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

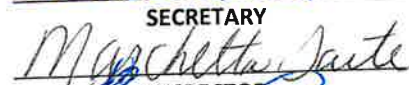
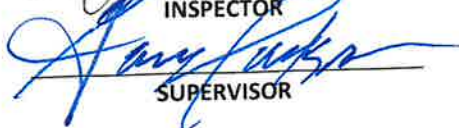
Group Number: **1656** Item # **9**

Lot Description: **COMG 12 FT W OF NE COR LOT 18 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 PG 294
RUN S & PAR WITH LINE OF LOT 18 125 FT TO REAR END OF LOT TH W 4 FT ALG REAR END
OF LOT TH WNLY 67 FT 6 INS TO REAR LINE OF LOT 22 TH NLY 64 FT TO ST CHARLES AVE
TH E 52 FT ALG ST CHARLES AVE TO BEG #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44
0 033 083.XXX) 1827 ST CHARLES AVE**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024

Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,647	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	125	\$ 7.00	\$ 875.00
Total Project Cost:				\$ 1,050.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **ACMM ONE LLC**
C/O SFN HOLDINGS LLC
Address: **2744 Hylan Blvd PMB 109**
City, State, Zip: **STATEN ISLAND, NY 10306**
Group Number: **1656** Item # **10**

Lot Description: **COMG NE COR OLD SHELL RD & BUSH AVE THEN NLY 332 FT TO BEG TH ELY 190 FT TH SLY 51.42 FT-D- 56 FT-S- TH WLY 194 FT N 60 FT TO POB BEING PT GRT SEC 40 #SEC 40 T4S R1W #MP29 06 40 0 008 (29 06 40 0 008 020.XXX) 112 BUSH AVE**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,210	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelina E. Dean
SECRETARY

Marquitta J. Tate
INSPECTOR

Gary Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 22, 2024

Lot Owner: **MCMILLAN LINDA**
A/K/A LINDA MCMILLIAN
Address: **562 DAUPHIN ISLAND PKWY**
City, State, Zip: **MOBILE, AL 36606**
Group Number: **1656** Item # **12**

Lot Description: **LOT 166 GULF MANOR FIRST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 004.XXX) 1711 PERCH DR**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,750	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	100	\$ 7.00	\$ 700.00
Total Project Cost:				\$ 875.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

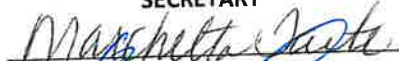
Lot Owner: **COLLINS LANCE**
Address: **107 HONEYSUCKLE LN**
City, State, Zip: **PEACHTREE CITY, GA 30269**
Group Number: **1656** Item # **13**

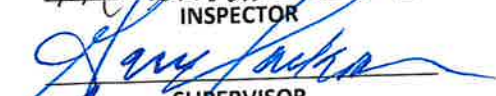
Lot Description: **LOT 6 BLK 9 AMENDED PLAT OF LINCOLN PLACE #2 MBK 6/501 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 092.XXX) 0 LINCOLN AVE**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,400	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 700.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **KENNEDY GLORIA**
C/O SONJA KENNEDY
Address: **1919 LUCKIE AVE**
City, State, Zip: **MOBILE, AL 36617-2940**
Group Number: **1656** Item # **14**

Lot Description: **LOT 459 TRINITY GDNS 3RD AD D MBK 4/143 #SEC 44 T4S R1W #MP29 02 44 0 009**
(29 02 44 0 009 200.XXX) 2607 ESAU AVE

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,235	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	250	\$ 7.00	\$ 1,750.00
Total Project Cost:				\$ 1,925.00

Shelia Dean
SECRETARY

Monchette Tate
INSPECTOR

Jerry Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **EQUITY & HELP INC AS TRUSTEE OF THE**

115SUT605 TRUST DATED 3/18/2022

Address: **600 CLEVELAND ST STE 700**

City, State, Zip: **CLEARWATER, FL 33755**

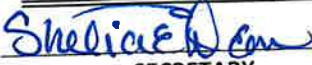
Group Number: **1656** Item # **15**

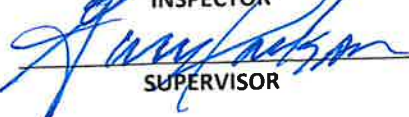
Lot Description: **BEG S/S OF SUTTON ST 297 FT ELY FROM KELLOG ST & RUN ELY ALG SUTTON ST 100 FT TH S 26 DEG W PAR WITH KELLOG ST 154 FT TH WLY PAR WITH SUTTON ST 100 FT TH N 26 DEG E 154 FT TO BEG BEING LOT 1 GEO L CHAMBERS TRT DBK 344 P 358 LESS S 150 FT #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 060.XXX) 1155 SUTTON AVE**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	14,269	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

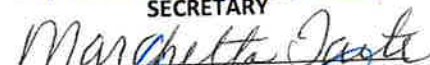
Lot Owner: **FINCH ROBERTA L**
Address: **P. O. BOX 66083**
City, State, Zip: **MOBILE, AL 36606**
Group Number: **1656** Item # **16**

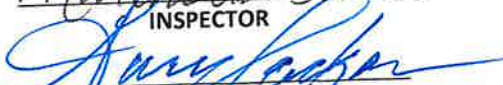
Lot Description: **LOT 6 IN BLK 4 OF LAFAYETTE ACC TO PLAT THEREOF REC IN DBK 133 N S P 420 ALL THAT LOT 7 IN BLK 4 OF LAFAYETTE ACC TO PLAT THEREOF REC IN DBK 133 N S P 420 ALL THAT N S P 420 LYING E OF A LINE EXTENDING FROM SE COR OF SD LOT 7 BLK 4 NLY TO A PT ON N/L OF SD LOT 7 BLK 4 DISTANT 7 FT WLY FROM NE COR OF SD LOT 7 BLK 4 WHICH SD PT OR PORTION OF LOT 7 BLK 4 LIES E OF & ADJACENT & CONTINUOUS TO A PARCEL OF PPTY HERETOFORE & UNDER DT OF 06/09/51 CONVEYED BY THE GRANTOR HEREIN TO IVEY LEE WILLIAMS & CORINE WILLIAMS #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 398.001) 1508 BASIL ST**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,033	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: PHINISEE GREGORY W
C/O BAMMA EVANS
Address: 9801 WESTIN DR
City, State, Zip: AMARILLO, TX 79119-1496
Group Number: 1656 Item # 17

Lot Description: LOT 23 BLK 2 MECHEM & SAGES 2ND ADD LAFARGUE TRT DBK 121 /511 #SEC 44 T4S R1W
#MP29 02 44 0 013 (29 02 44 0 013 260.XXX) 1219 JESSIE ST

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	75	\$ 7.00	\$ 525.00
Total Project Cost:				\$ 700.00

Shelia E. Dem
SECRETARY

Marshalla J. J. J.
INSPECTOR

J. J. J.
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2024

Lot Owner: **LADD EMMETT F**
Address: **2006 WOODSTREAM DR**
City, State, Zip: **O'FALLON, IL 62269**
Group Number: **1656** Item # **18**

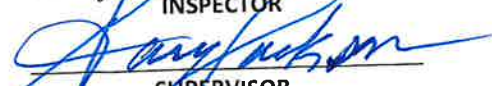
Lot Description: **LOT 547 TRINITY GARDENS S/D MBK 4 PG 143 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 107.XXX) 2657 BERKLEY AVE**

Nuisance Date: **4/2/2024** Posting Date: **4/30/2024** Hearing Date: **5/7/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,246	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



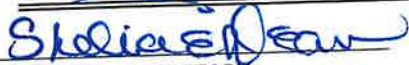
MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 22, 2024

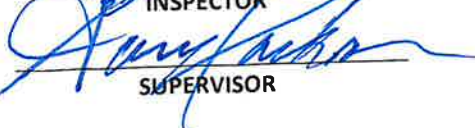
Lot Owner: **LEIGH ISAAC UNGER II**
Address: **6516 VALOR CT**
City, State, Zip: **MOBILE, AL 36618-3240**
Group Number: **1656** Item # **20**

Lot Description: **LOT 37 BLK 2 INGATE PLACE DBK 106 N S P 86 #SEC 18 T4S R1W #MP29 08 18 2 002
(29 08 18 2 002 015.XXX) 203 ABRAMS ST**

Nuisance Date: 4/2/2024 Posting Date: 4/30/2024 Hearing Date: 5/7/2024
Date lot was cut: 7/18/2024 Contractor: Mr. Jerry Jones

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,012	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 245.00


SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1656** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Tiereney Leverette (July 2024) (Employee # 15461)
City Clerk's Office

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1,000.00** to Alpha Charitable Foundation from his discretionary funds; and*

WHEREAS, Alpha Charitable 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 Alpha Charitable Foundation will *be used to assist with a social outing to Top Golf*, 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 Alpha Charitable 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1,500.00** to Marching Cougars Band Booster Club from his discretionary funds; and*

WHEREAS, Marching Cougars Band Booster Club is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club *will be used to assist with the purchase of uniforms and operational expenses*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,500.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$800.00 to Africatown Plateau Pacers from his discretionary funds; and*

WHEREAS, Africatown Plateau Pacers 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 Africatown Plateau Pacers *will be used to assist with the 2nd Annual Community Fall into Good Health Fair*, 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 \$800.00 to Africatown Plateau Pacers, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Maryvale Elementary School, from his discretionary funds; and*

WHEREAS, *Maryvale Elementary School*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Maryvale Elementary School will be used to assist with restocking the uniform closet for students that are most in need*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Maryvale Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Palmer Pillans Middle School, from his discretionary funds; and*

WHEREAS, *Palmer Pillans Middle School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Palmer Pillans Middle School will be used to assist with restocking the uniform closet for students that are most in need,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Palmer Pillans Middle School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Eichold-Mertz Magnet School of Math, Science, and Technology, from his discretionary funds; and*

WHEREAS, *Eichold-Mertz Magnet School of Math, Science, and Technology, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Eichold-Mertz Magnet School of Math, Science, and Technology will be used to assist with restocking the uniform closet for students that are most in need*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Eichold-Mertz Magnet School of Math, Science, and Technology for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Erwin Craighead Elementary School, from his discretionary funds; and*

WHEREAS, *Erwin Craighead Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Erwin Craighead Elementary School will be used to assist with restocking the uniform closet for students that are most in need*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Erwin Craighead Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Gilliard Elementary School, from his discretionary funds; and*

WHEREAS, *Gilliard Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Gilliard Elementary School will be used to assist with restocking the uniform closet for students that are most in need, which will serve a public purpose benefiting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Gilliard Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,500.00 to Ben C. Rain High School, from his discretionary funds; and*

WHEREAS, *Ben C. Rain High School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Ben C. Rain High School will be used to assist with restocking the uniform closet for students that are most in need*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Ben C. Rain High School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember* Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$2,000.00 to Jaguar Athletic Fund, Inc., from his discretionary funds; and*

WHEREAS, *Jaguar Athletic Fund, 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 *Jaguar Athletic Fund, Inc., will be used to assist with the Jag Gals Sports Social on August 8, 2024*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to Jaguar Athletic Fund, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate \$250.00, and to Municipal Park Baseball, Inc., from her discretionary funds; and*

WHEREAS, *Municipal Park Baseball, 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 Municipal Park Baseball, Inc., *will be used to assist with the team's travel expenses to Bossier City, LA.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$250.00 to Municipal Park Baseball, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT#5024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing, City Council District 4 COM Project: 2024-3005-02

PROJECT #: RSF24 D4 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing

CONTRACT AMOUNT: \$2,785,279.00

VENDOR NAME: HCL Contracting, LLC

VENDOR NUMBER: 290702

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White Date 7/16/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

WHEREAS, bids for street repairs for district 4 were received and opened on June 12, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from HCL Contracting, LLC., in the amount of \$2,785,279.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by HCL Contracting, LLC.

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

Name of Company: HCL Contracting, LLC.

Project Name: 2024 CIP Resurfacing City Council District 4

Project Number: 2024-3005-02

Amount: \$2,785,279.00

Adopted:

City Clerk



Add. 2

2024 CIP RESURFACING, CITY COUNCIL DISTRICT 4

PROJECT No. 2024-3005-02

BID DATE – June 12, 2024

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ITEM I.
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, June 12, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-02
Project:	2024 CIP Resurfacing, City Council District 4
Project Description:	13 Miles of Street Resurfacing and Infrastructure Repair

Plans and contract documents may be inspected and obtained from Corporate Environmental Risk Management upon payment of one hundred dollars (\$100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, June 7, 2024.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on June 5, 2024, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 CIP Resurfacing, City Council District 4**, City of Mobile Project No. **2024-3005-02**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF LAGNIAPPE: MAY 15th, 22nd, AND 29th, 2024.

Add 1

ITEM II INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE. ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CIP Resurfacing, City Council District 4**, City of Mobile Project No. **2024-3005-02**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to

do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the

entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/12/24

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Corporate Environmental Risk Management, as well as the premises

Project Name: 2024 CIP Resurfacing, City Council District 4

Project No: 2024-3005-02

Project Description: 13 Miles of Street Resurfacing and Infrastructure Repair

Major work items include: Resurfacing, Milling, Leveling, Curb, Inlet, and Sidewalk repair

The Bidder further agrees to construct the improvements in **150** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Corporate Environmental Risk Management, 2 Water Street Suite 300, Mobile AL 36602. In order to receive consideration, the request must be received before 12:00 p.m. on May 1, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Adel 3

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", AS REVISED BY THE SPECIAL PROVISIONS, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

2024 CIP Resurfacing, City Council District 4

CITY OF MOBILE PROJECT NO. 2024-3005-02

BID DATE: June 12, 2024

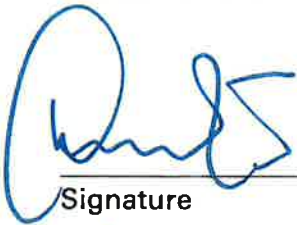
ADDENDUM NO. 1

ISSUED: June 7, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Bid Proposal Excel Form** – Print and insert completed bid forms into the contract. The Excel Spreadsheet will replace all previous Base Bids in prior versions.
2. **Replace pages 1, 3, 4, 6, 10, 17, 36, 69, 70 and 78 with the attached sheets.**
3. **Item# 201-D, Sidewalk Clearing, Edging, and Dressing**, will be bid out as an additive bid item.
4. **Add Item# 206-D3, Clear Gutter Debris, Removal and Disposal**, to the list of bid items.
5. **Add 110 SY of Item# 206-C2, Removal Concrete Paving, and 20 CY of Item# 614-B, Reinforced Concrete Sloped Pavement**, to be placed at the entrance of Creel Court in the Dog River Estates subdivision.
6. **Item# 614-B, Reinforced Concrete Sloped Pavement**, will be reinforced with WWF 6" x 6" - W2.9x W2.9 (woven wire fence).
7. **Add Item# 206-E4, Remove Street Signs/ Post and Replace with 6" PVC Sleeve**, in the concrete curb ramp area for future sign installation.
8. **Remove Item# 539-B, Trench Drain Inlet Top Repair By Resetting as Required, include Embedded Support Angle to Provide Stable, Straight and True Support of Cast Iron Grates. Use Item# 620-A, Minor Structure Concrete**, instead.
9. **Remove Todd Acres Drive from resurfacing list.** Eliminate all reference to Todd Acres Drive in the Map Book.

We, as duly authorized representatives of HILL CONTRACTING LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

6/10/24
Date

MAIZKA HOLOTT
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.

2024 CIP Resurfacing, City Council District 4

CITY OF MOBILE PROJECT NO. 2024-3005-02

BID DATE: June 12, 2024

ADDENDUM NO. 2

ISSUED: June 10, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Bid Proposal Excel Form** – Print and insert completed bid forms into the contract. The Excel Spreadsheet will replace all previous Base Bids in prior versions.
2. **Subtract 100 LF of Item# 206-D1, *Removal of Steel Guardrail***, to equal guardrail installation.
3. **Add 810 LF to Item# 206-D2, *Remove Curb And Gutter, All Types (including Saw Cut All Depths)***, to equal curb installation.
4. **Subtract 281 STA of Item# 212-A1, *Machine Grading Shoulders***, to remove non curbed lengths from quantity.
5. **Subtract 21,519 SY of Item# 408-A1, *Planing existing pavement (0"-2")***, to account for Todd Acres Dr. removal and adjusted edge mill width.
6. **Subtract 413 Tons of Item# 429-A2, *Improved Bituminous Concrete Wearing Surface Layer, ½" Maximum Aggregate Size Mix, 165#/SY (Including Tack, For Overlay)***, for Todd Acres Drive removal.
7. **Subtract 122 Tons of Item# 429-A3, *Improved Bituminous Concrete Binder Surface Leveling, 1" Maximum Aggregate Size Mix***, for Todd Acres Drive removal.
8. **Subtract 10 Acres of Item# 652-A1, *Seeding***, and Item# 656-A, ***Mulching***, for 3' shoulder widths instead of 6'.
9. **Add Lump Sum Quantity of Item# 680-A1, *Engineering Geometric Controls***.
10. **Add 72 SF of Item# 703-A2, *Traffic Control Marking, Class 2 Type A***.

We, as duly authorized representatives of Hill Construction LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.


Signature

6/10/24
Date

Mark Hovatt
Printed Name

CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.



2024-3005-02
2024 CIP Resurfacing, City Council District 4

Bid Sheet 1 of 2

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C1	220	SQUARE YARD	REMOVAL CONCRETE SIDEWALK (INCLUDING SAW CUT ALL DEPTHS)	Thirty Eight Dollars and Twenty Three Cents	\$38.23	\$8,410.60
206-C2	760	SQUARE YARD	REMOVAL CONCRETE PAVING	Twenty Nine Dollars and Forty Nine Cents	\$29.49	\$22,412.40
206-D1	200	LINEAR FOOT	REMOVAL OF STEEL GUARDRAIL	Nine Dollars and Twenty Eight Cents	\$9.28	\$1,856.00
206-D2	1,810	LINEAR FOOT	REMOVING CURB AND GUTTER ALL TYPES (INCLUDING SAW CUT ALL DEPTHS)	Nineteen Dollars and Sixty Six Cents	\$19.66	\$35,584.60
206-D3	3,250	LINEAR FOOT	CLEAR GUTTER DEBRIS, REMOVAL AND DISPOSAL	One Dollar and Eighty Three Cents	\$1.83	\$5,947.50
206-E1	3	EACH	REMOVAL OF INLET LID (ALL TYPES)	Five Hundred Forty Dollars and Sixty Nine Cents	\$540.69	\$1,622.07
206-E2	2	EACH	REMOVAL OF INLET THROATS (ALL TYPES)	Five Hundred Forty Dollars and Sixty Nine Cents	\$540.69	\$1,081.38
206-E3	3	EACH	REMOVAL OF GUARDRAIL ANCHOR (ALL TYPES)	Three Hundred Twenty Seven Dollars and Sixty Nine Cents	\$327.69	\$983.07
206-E4	12	EACH	REMOVAL OF STREET SIGN & POST AND REPLACE WITH 6" PVC SLEEVE IN CONCRETE	Three Hundred Eighty Two Dollars and Thirty Cents	\$382.30	\$4,587.60
210-A1	100	CUBIC YARDS	UNCLASSIFIED EXCAVATION	Twenty Four Dollars and Eighty Five Cents	\$24.85	\$2,485.00
210-A2	100	CUBIC YARDS	BORROW EXCAVATION	Twenty Four Dollars and Fifty Eight Cents	\$24.58	\$2,458.00
212-A1	1,092	STA	MACHINE GRADING SHOULDERS	Sixty Six Dollars and Twenty Three Cents	\$66.23	\$72,323.16
301-E7	100	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	One Hundred Twenty Five Dollars and Sixty One Cents	\$125.61	\$12,561.00
305-B	100	TON	SELECTED MATERIALS, 57 STONE, FOR MISC USE	One Hundred Twenty Five Dollars and Sixty One Cents	\$125.61	\$12,561.00
408-A1	68,594	SQUARE YARD	PLANING EXISTING PAVEMENT (0"-2")	No Dollars and One Cent	\$0.01	\$685.94
429-A1	8,213	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, 165 #/SY (INCLUDING TACK, FOR OVERLAY)	One Hundred Eight Dollars and Thirty Cents	\$108.30	\$889,467.90
429-A2	6,688	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, 195 #/SY (INCLUDING TACK, FOR EDGE MILL INLAY)	One Hundred Thirteen Dollars and Fifteen Cents	\$113.15	\$756,747.20
429-A3	1,477	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE LEVELING, 1" MAX. AGGREGATE MIX SIZE	One Hundred Forty Six Dollars and Twenty Four Cents	\$146.24	\$215,996.48
429-A4	250	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE LAYER, PATCHING, 1/2" MAX AGGREGATE MIX, 165 #/SY	One Hundred Forty Five Dollars and Seventy One Cents	\$145.71	\$36,427.50
600-A	1	LUMP SUM	MOBILIZATION	One Hundred Three Thousand Six Hundred Forty Eight Dollars and Ninety Two Cents	\$103,648.92	\$103,648.92
614-B	130	CUBIC YARDS	REINFORCED CONCRETE SLOPED PAVEMENT, 6" THICK (w/ WWF 6"x 6"- W2.8x W2.9 reinforcement)	Four Hundred Fifty Eight Dollars and Seventy Six Cents	\$458.76	\$59,638.80
618-A	293	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	Fifty Two Dollars and Forty Three Cents	\$52.43	\$15,361.99
618-C	390	SQUARE FEET	TRUNCATED DOMES (DETECTABLE WARNING SURFACE)	Thirty One Dollars and Sixty Eight Cents	\$31.68	\$12,355.20
618-D	221	SQUARE YARD	ADA COMPLIANT CURB RAMP	Fifty Two Dollars and Forty Three Cents	\$52.43	\$11,587.03
620-A	10	CUBIC YARDS	MINOR STRUCTURE CONCRETE	Eight Hundred Nineteen Dollars and Twenty Two Cents	\$819.22	\$8,192.20
621-C46	3	EACH	INLET, PARTIAL-LID, TYPE S SPECIAL	Three Thousand Four Hundred Ninety Five Dollars and Thirty Four Cents	\$3,495.34	\$10,486.02
621-C46	2	EACH	INLET, PARTIAL-THROAT, TYPE S SPECIAL	Two Thousand Nine Hundred Twenty Two Dollars and Ninety Eight Cents	\$2,922.98	\$5,845.96
623-B1	280	LINEAR FOOT	CONCRETE CURB, TYPE A (IN KIND, RIVERCHASE AREA)	Forty Three Dollars and Ninety Six Cents	\$43.96	\$12,308.80
623-C	120	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE M-7 (IN KIND, ABLE CT)	Forty Three Dollars and Ninety Six Cents	\$43.96	\$5,275.20
623-C14	1,410	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE M-14 (IN KIND, DOG RIVER AREA)	Forty Three Dollars and Ninety Six Cents	\$43.96	\$61,983.60
630-A1	200	LINEAR FOOT	STEEL BEAM GUARDRAIL, CL A, TYPE 2	Thirty Eight Dollars and Seven Cents	\$38.07	\$7,614.00



2024-3005-02
2024 CIP Resurfacing, City Council District 4

Bid Sheet 2 of 2

630-C50	6	EACH	GUARDRAIL END ANCHOR, TYPE 20 Series	Three Thousand Four Hundred Ninety Five Dollars and Thirty Four Cents	\$3,495.34	\$20,972.04
637-A1	140	LINEAR FOOT	FENCE RESET (ABUTTING THE RIGHT OF WAY)	Thirty Two Dollars and Seventy Seven Cents	\$32.77	\$4,587.80
605-A	1,250	CUBIC YARDS	TOPSOIL, 2" THICK (TRUCKBED MEASUREMENT)	Fifty Four Dollars and Seven Cents	\$54.07	\$67,587.50
652-A1	8	ACRE	SEEDING	One Thousand Three Hundred Ten Dollars and Seventy Five Cents	\$1,310.75	\$10,486.00
654-A1	2,200	SQUARE YARD	SOLID SODDING	Eight Dollars and Nineteen Cents	\$8.19	\$18,018.00
656-A	8	ACRE	MULCHING	One Thousand Eight Hundred Fifty Six Dollars and Ninety Cents	\$1,856.90	\$14,855.20
680-A1	1	LUMP SUM	ENGINEERING GEOMETRIC CONTROLS	Nine Thousand Three Hundred Thirty Five Dollars and No Cents	\$9,335.00	\$9,335.00
701-A231	5	MILES	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	\$54,614.65
701-A235	5	MILES	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	\$54,614.65
701-C2	10	MILES	SOLID/BROKEN TEMPORARY TRAFFIC CONTROL STRIPE (PAINT)	Five Thousand Four Hundred Sixty One Dollars and Forty Seven Cents	\$5,461.47	\$54,614.70
703-A2	72	SQUARE FEET	TRAFFIC CONTROL MARKING, CLASS 2 TYPE A	Twenty One Dollars and Fourteen Cents	\$21.14	\$1,522.08
703-C1	72	SQUARE FEET	TEMPORARY TRAFFIC CONTROL MARKINGS	Ten Dollars and Ninety Two Cents	\$10.92	\$786.24
740-A	1	LUMP SUM	TRAFFIC CONTROL	One Thousand Eight Hundred Thirty Five Dollars and Five Cents	\$1,835.05	\$1,835.05
742A001	2	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Six Thousand Fifteen Dollars and Fifty Two Cents	\$6,015.52	\$12,031.04
999X-000	1	LUMP SUM	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Fifty Thousand Dollars and Zero Cents per LUMP SUM	\$50,000.00	\$50,000.00
TOTAL BASE BID				Two Million Seven Hundred Seventy Four Thousand Three Hundred Fifty Six Dollars and Seven Cents	\$2,774,356.07	

ADDITIVE BID (SIDEWALK EDGING AND CLEAN UP)

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-D	1	LUMP SUM	SIDEWALK CLEARING, EDGING, AND DRESSING	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93	\$10,922.93
TOTAL ADDITIVE BID				Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents		\$10,922.93

BID SUMMARY

WRITTEN IN WORDS		NUMERICAL BID AMOUNT
TOTAL BASE BID	Two Million Seven Hundred Seventy Four Thousand Three Hundred Fifty Six Dollars and Seven Cents	\$2,774,356.07
TOTAL ADDITIVE BID	Ten Thousand Nine Hundred Twenty Two Dollars and Ninety Three Cents	\$10,922.93
TOTAL BASE BID + ADDITIVE BID	Two Million Seven Hundred Eighty Five Thousand Two Hundred Seventy Nine Dollars and No Cents	\$2,785,279.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY	<u>HOE CONTRACTING LLC</u>
SIGNATURE	<u>[Signature]</u>
DATE	<u>6/12/24</u>

Base Bid

Total (All items listed in Proposal) \$ 2,774,356.07 (BASE) \$ 2,785,279.00 (W/ALT. B.D.)

Written in words TWO MILLION SEVEN HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED FIFTY SIX DOLLARS AND SEVEN CENTS.

Number of working days to complete 150

Signature of Bidder [Signature]
(If a firm or individual)

Address of Bidder P.O. Box 1245

SENNES, AL 36575

By Casen R. Smith

Signature of Bidder _____
(If a Corporation)

By _____ Business Address _____
President

Print Business Address _____

Secretary

Print Business Address _____

Treasurer

Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: _____
Secretary

AL No. 42026
State License Number
Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That HCL Contracting, LLC,
(Name of Contractor)
PO Box 1245, Semmes, AL 36575
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for City of Mobile CIP Resurfacing D4, City of Mobile Project No. 2024-3005-02.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered June 12, 2024 (Date)
HCL Contracting, LLC (Contracting Firm)
Witness as to Principal By: (Signature) (SEAL)
Harco National Insurance Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By (Signature)
John David Hutto, Jr.

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Bond # N/A

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 12, 2024

A00751

Irene Martins, Assistant Secretary

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of Two Million Seven Hundred Eighty-Five Thousand Two Hundred Seventy-Nine & No/100 (\$2,785,279.00) Dollars lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

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

Page 530 of 1032

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

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

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 24th day of JUNE
20____.

In the presence of:

Individual Principals sign here

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

(Corporate Name) HCL Contracting, LLC

BY: _____

(Signature)

(Print)

ATTEST:

(Signature)

(Print)

ITS: _____

ITS: _____

(Title)

Harco National Insurance Company
(Surety sign here) (Corporate name)

BY: _____

(Signature)

John David Hutto, Jr.

(Print)

ITS: _____

Attorney-In-Fact

(Title)

ATTEST:

(Signature)

Kursten R. Hutto

(Print)

ITS: _____ Sec/Treas

Corporate Seal

ITEM VI
PERFORMANCE BOND

Bond # 0817652

KNOW ALL MEN: That we HCL Contracting, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter
called the "Principal", and

Harco National Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the
City of Mobile, Alabama hereinafter called the "Owner" in the sum of \$2,785,279.00
Two Million Seven Hundred Eighty-Five Thousand Two Hundred Seventy-Nine & No/100 dollars (\$),
for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____,
20, entered into a Contract with the Owner for 2024 CIP Resurfacing, 2024-3005-02
which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and
shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer
by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense
which the Owner may incur in making good any such default, thence this obligation shall be null
and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be
brought on his Bond after twelve months from the day on which the final payment under the
Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and
agree that no charge, extension of time or addition to the terms of the Contract or to the work to
be performed thereunder of the Specifications thereof shall in any way effect their obligations on
this bond, and they do hereby waive notice of such change, extension of time, alteration or addition
to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this
20 24.

In the presence of:




Individual Principals sign here

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

BY: _____
(Signature)

(Signature)
_____(Print)
ITS: _____
(Title)

ITS: _____
(Title)

BY: [Signature]
(Signature)

ATTEST:



(Signature)
Kursten R. Hutto (Print)

John David Hutto, Jr.
(Print)

ITS: Attorney-In-Fact
(Title)

ITS: Sec/Treas
(Title)

A circular library stamp from the University of California, San Diego. The text "UNIVERSITY OF CALIFORNIA" is curved along the top inner edge, and "SAN DIEGO" is curved along the bottom inner edge. In the center, the word "GATE" is printed vertically. A date stamp "JUN 19 1964" is visible in the center, with "JUN" and "19" on the left and "1964" on the right. The stamp is slightly faded and has a textured appearance.

POWER OF ATTORNEY

Bond # 0817652

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JOHN DAVID HUTTO, JR.

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

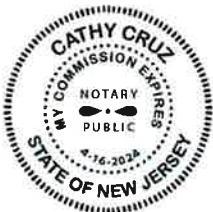
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies; and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00751



Irene Martins, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications

- of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.
- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as**

determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.
26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by

Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and HCL Contracting, LLC, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CIP Resurfacing, City Council District 4

Project No: 2024-3005-02

Project Description: 13 Miles of Street Resurfacing and Infrastructure Repair

Major work items include: Resurfacing, Milling, Leveling, Curb, Inlet, and Sidewalk Repair

City of Mobile Project Number **2024-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total

\$ 2,785,279.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete

the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company assigned to this project is **Corporate Environmental Risk Management**.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to

prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.

- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-B UILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

ATTEST:

BY: _____

CITY CLERK

_____(Print)

_____(Print)

CONTRACTOR:

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____(Print)

CONTRACTOR: (IF CORPORATION)

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

ITS SECRETARY

_____(Print)

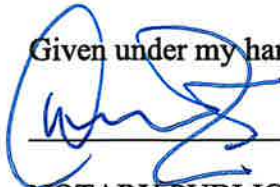
DATE

STATE OF ALABAMA }

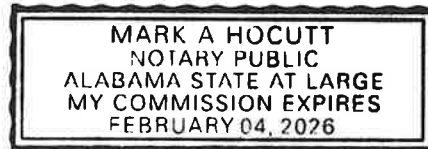
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CASEY B. SMITH, whose name is signed to the foregoing instrument in the capacity of PRESIDENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 25TH day of JUNE, 2023/4



NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall

conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

6. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. ITEM 690-B PORTABLETOILETS - WEEKS:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT “A”

LOCATION

(See 2024 City of Mobile CIP Resurfacing District 4 Map Book, page 3.)

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Danelle Stokes	
Valent Group, LLC	PHONE (A/C, No, Ext):	FAX (A/C, No):
1110 Montimar Drive	E-MAIL ADDRESS: dstokes@valentgroup.com	
Suite 400		
Mobile AL 36609	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Phoenix Insurance Company	25263
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: Travelers Property & Casualty Co of America	25674
	INSURER D: Indemnity National Insurance Company	18468
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2432247348 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	CO-2T30016A	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Contractual Liability incl Railroads						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y	Y	810-2T244943	03/25/2024	03/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	CUP-2T30489A	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						Prod-Comp/Ops Agg \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
D	Excess Liability (follows umbrella liability policy above)	Y	Y	XS0001203 24	03/25/2024	03/25/2025	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)

[Job #: 2024-3005-02 Job Type: 2024 CIP Resurfacing, District 4]
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, are primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change be provided by agency (except 10 days for non-payment). Umbrella is follow form.

CERTIFICATE HOLDER

City of Mobile P.O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsha Deane</i>
---	--

AGENCY CUSTOMER ID: 00054597

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Valent Group, LLC		NAMED INSURED HCL Contracting, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Pollution/Professional Liability Coverage

Contractors Pollution Liability- Occurrence
 Issuing Company: GuideOne National Insurance Company
 NAIC: 14167
 Policy Number: ENV562009229-02
 Policy Period: 3/25/2024 to 3/25/2025
 Aggregate Limit: \$1,000,000
 Each Pollution Condition Limit: \$1,000,000
 \$10,000 deductible each pollution condition

Contractors Professional Liability-Claims Made
 Issuing Company: GuideOne National Insurance Company
 NAIC: 14167
 Policy Number: ENV562009229-02
 Policy Period: 3/25/2024 to 3/25/2025
 Aggregate Limit: \$1,000,000
 Each Wrongful Act Limit: \$1,000,000
 \$10,000 deductible each claim



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins	
	PHONE (A/C, No, Ext): (888)-578-5555 8417	FAX (A/C, No): 217-477-6772
	E-MAIL ADDRESS: workersfirst@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: WorkersFirst CompFund	
	INSURER B: Midwest Employers Casualty Company	23612
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	X EWC005404(WC) PPAL127200(EL)	1/1/2024	1/1/2025	X 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
B		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #2024-3005-02. Project: 2024 CIP Resurfacing. Waiver of Subrogation in favor of certificate holder applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.
Excluded Officer(s): Casey Smith

CERTIFICATE HOLDER CITY OF MOBILE P.O. 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 Linda Hudgins
--	---

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
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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 **6/20/2024 - 1/1/2025**

Policy No. **PPAL127200(EL)**

Endorsement No.

Insured

Premium **0**

HCL CONTRACTING LLC

Insurance Company

WorkersFirst Comp Fund

Countersigned by

Linda Hudgins

WC 00 03 13

(Ed. 4-84)

ATTACHMENT “C”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer <u>NCL CONTRACTING & LLC</u>	
Name (Please Type or Print) <u>CASEY R SMITH</u>	Title <u>PRESIDENT/OWNER</u>
 Signature	<u>7/10/24</u> Date

Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	HCL CONTRACTING LLC
Company Facility Address:	8245 CRARY AVENUE, SEMMES, AL. 36575
Company Alternate Address:	PO BOX 1245Type text here SEMMES, AL. 36575
County or Parish:	MOBILE
Employer Identification Number:	900291227
North American Industry Classification Systems Code:	Type text here 237
Parent Company:	
Number of Employees:	1-48
Number of Sites Verified for:	1

Are you verifying for more than one site?

If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
ALABAMA		1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	CASEY R SMITH
Telephone Number:	251-635-6412
Fax Number:	N/A
E-mail Address:	CASEY@HCLCONTRACTINGLLC.COM

Name:	Adam L Lowery
Telephone Number:	251-455-6848
Fax Number:	N/A
E-mail Address:	ADAM@HCLCONTRACTINGLLC.COM



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: Archimede.kidd@cityofmobile.org
251.203.7987
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: Archtrique.kidd@cityofmobile.org
251 208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	HEL CONTRACTING LLC
Address	P.O. Box 1245 SEMMES, AL 36575
Telephone	251-622-7171
E-Mail	MARK@HELCONTRACTINGLLC.COM

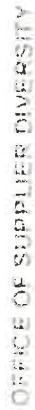
RFP/RFQ Solicitation Number	2024-3005-02
Project Description	CITY OF MOBILE DISTRICT 4 CIP ROAD FACILITIES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 80% Female 20% Minority 20% Non-minority 70% SDVO 0
Total # of Employees	48

Subcontractor/Major Supplier Plan submitted by:

Printed Name: MARK A. HOWITT
Signature: [Signature] Date: 6-12-24
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: MARK A. HOWITT Title: PROJECT MANAGER / ESTIMATOR
Email: MARK@HELCONTRACTINGLLC.COM Phone: 251-622-7171
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

Please Print Company HCL COMMERCIALS LLC Your Bid/Proposal Amount \$ 2,774,356.07 Date: _____
06 / 12 / 24 Description CITY OF MOBILE CIP REQUESTING DIST. 4 RES. NO. 2024-3005-02
 Name of Bidder/Proposer: HCL COMMERCIALS LLC

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: N/A

Contact Person: _____ Phone _____ Email _____

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

N/A

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archeque.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:		Estimated Completion Date:					
This report is for the month of:		JAN	APR	JULY	OCT	FINAL	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$	\$	\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

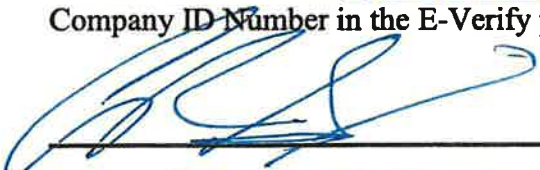
Before me, a Notary public, personally appeared CASEY R. SMITH (affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for HCL CONTRACTING, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

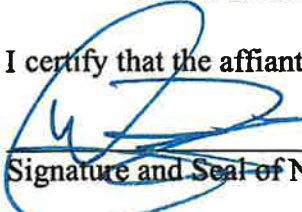
I further attest that said HCL CONTRACTING, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 2105041.



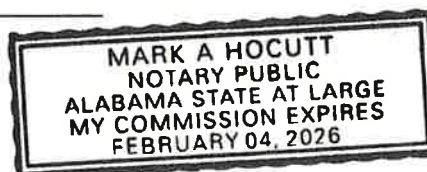
CEO of HCL CONTRACTING, LLC

Sworn to and subscribed before me this the 12 day of JUNE, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-02
PROJECT NAME 2024 CIP Resurfacing, City Council District 4**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

Adel 2

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS**

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-02
PROJECT NAME 2024 CIP Resurfacing, City Council District 4

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR:

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____
_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

Add. 2

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

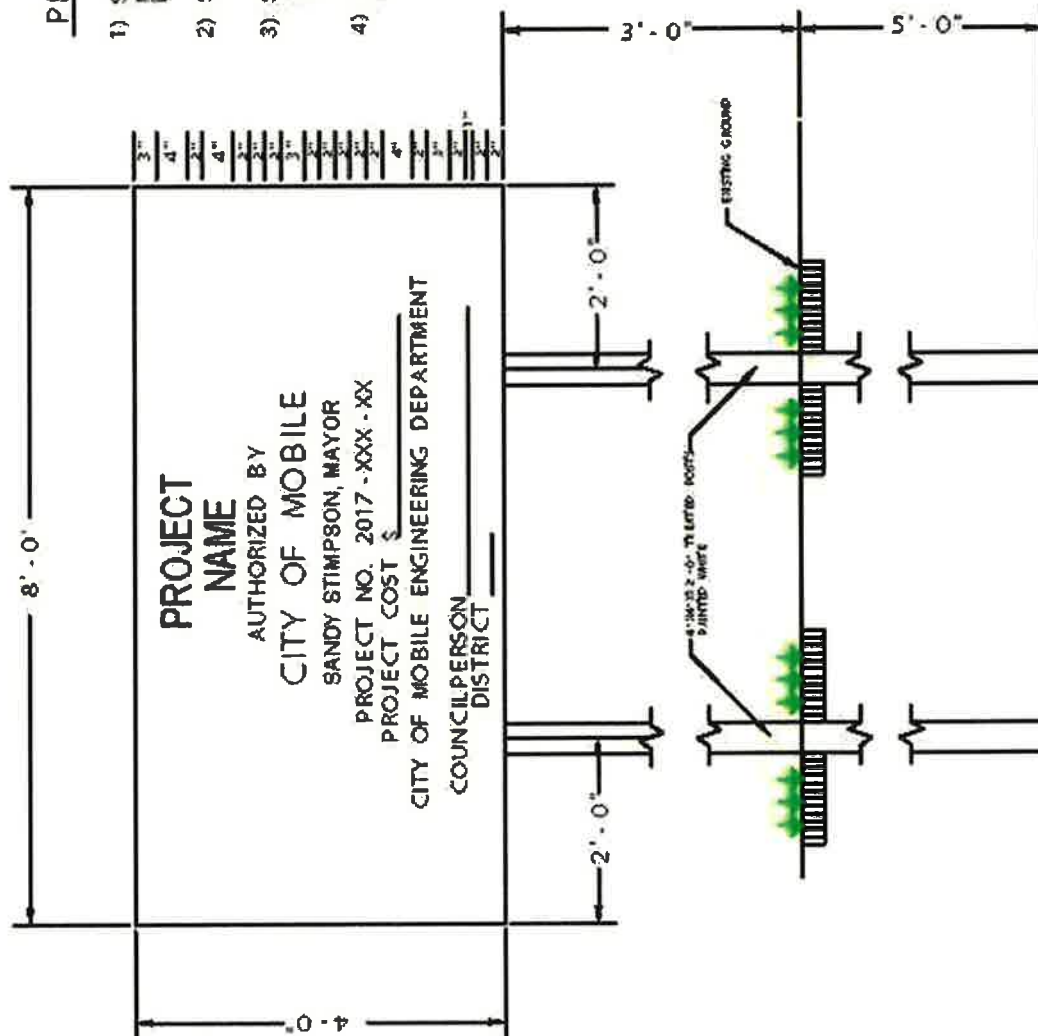
All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS

PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.



Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the

ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6/12/24

Name of Project: 2024 CIP Resurfacing, City Council District 4

Project Number: 2024-3005-02

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 130,692.70

ADDITIVE ALTERNATE #1:

\$ 0.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder HLL Contracting LLC

Mailing Address P.O. Box 1245, SEMMES, AL 36575

*By (Legal Signature) [Signature]

*Name (type or print) CASEY R SMITH (Seal)

*Title PRESIDENT

Telephone Number 251-635-6412

ATTACHMENT “H”

2024 CIP Resurfacing, City Council District 4

Mapbook

Adel 7



2024 District 4 CIP Resurfacing

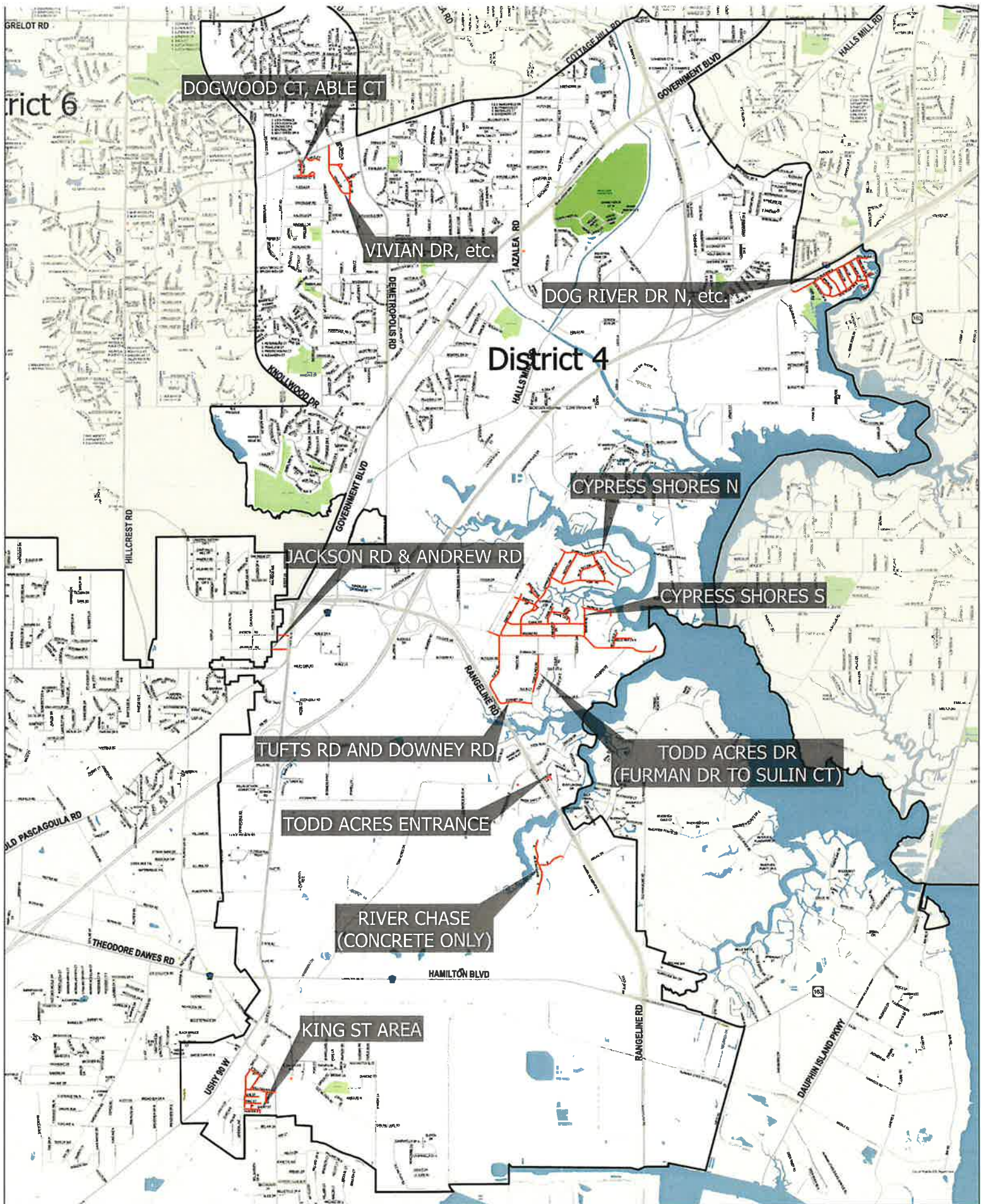
Map Book

Project No. 2024-3005-02

**2024 CIP Resurfacing,
District 4**

Project No. 2024-3005-02

OVERALL RESURFACING MAP



2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

PROJECT LIMITS

2024 District 4 CIP Resurfacing Project Limits

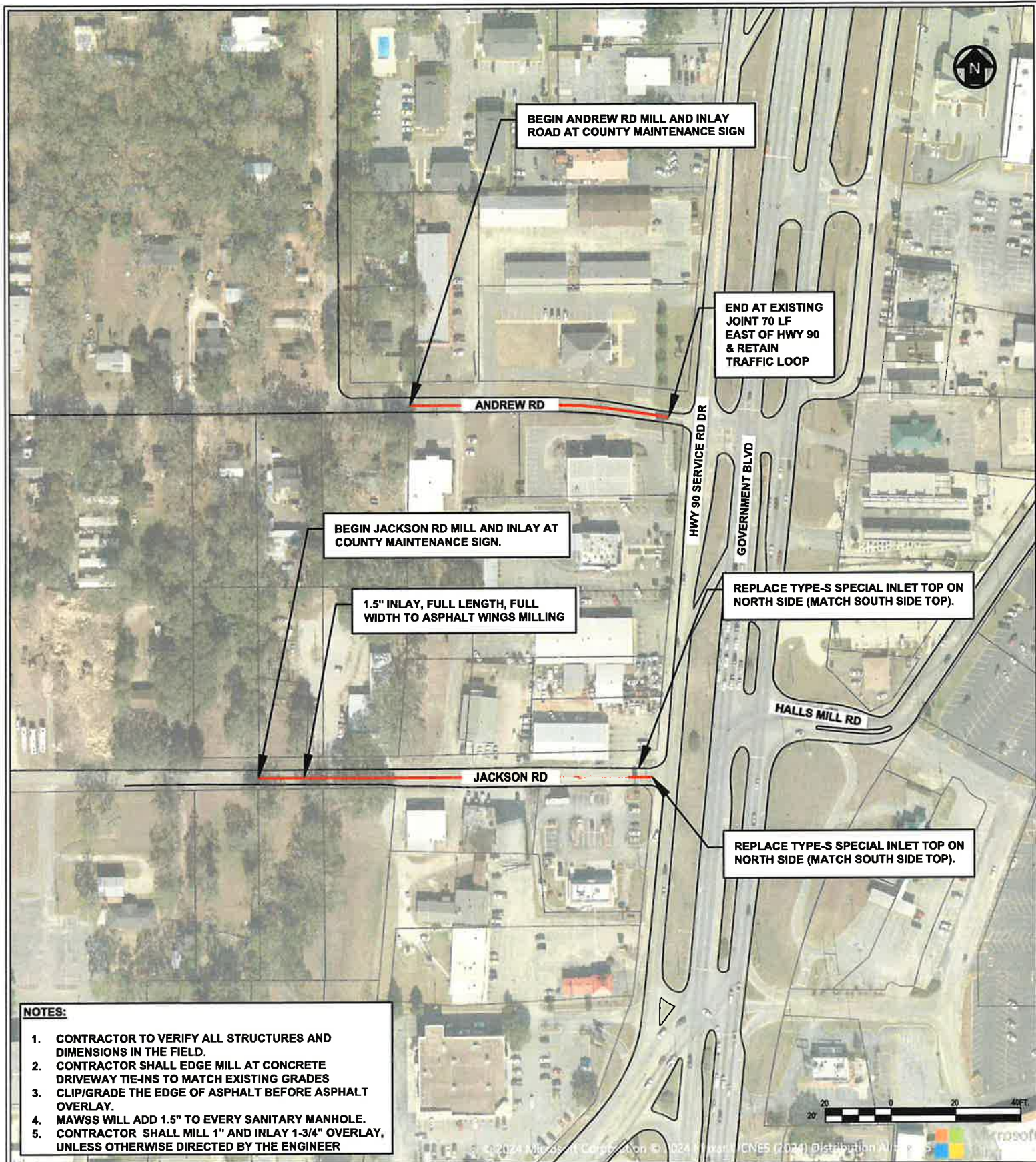
For Maps of Locations, see [2024 District CIP Resurfacing Map Book: District Maps](#)

Sheet Number	Street	Begin Project	End Project
C01-01	Andrew Rd & Jackson Rd area		
	Andrew Rd	County Maintenance	70' W of EOP joint on US HWY 90
	Jackson Rd	County Maintenance	EOP joint on US HWY 90 W
C02-01	Cypress Shores (1) area		
	Brentwood DR	Cypress Shores DR	End
	Canal Cir E	W Canal Circle	Canal Drive
	Canal Cir W	Canal Drive	End
	Canal Dr	Cindy Drive	Benson Drive
	Canal Park	E Canal Circle	End
	Cindy Dr	Higgins Road	End
	Cypress Circle	Cypress Shores Drive	Cypress Shores Drive
	Cypress Shores Dr	Higgins Road	Cypress Shores Drive North
	Cypress Shores Dr North	278' West of Cyp. Shr. Dr. int.	East end of Cul-de-sac
	Emmett Dr	Cindy Drive	Cypress Shores Drive
	Higgins Rd	Existing joint at RxR crossing	End of Pavement
	Nicholl Dr	Point Road	Cypress Shores Drive North
	Pinehurst Dr	Higgins Road	Canal Drive
	Point Rd.	Cypress Shores Drive	End
C02-02	Cypress Shores (2) area		
	Belle Isle Ln	Higgins Road	North End
	Belle Isle Ln N	Belle Isle LN	East End
	Benson Rd	Higgins Road	End at Cul-de-sac
	Blue Gill Cir	Point Road	Sawyer Avenue
	Patricia Dr	Benson Road	End of Asphalt Pavement
	Sawyer Ave	Cypress Shores Drive North	Point Road
C02-03	Cypress Shores (3) area		
	Downey Dr	Tufts Road	Todd Acres Drive
	Todd Acres DR	Sulin Court	Furman Drive
	Tufts Rd	Higgins Road	Downey Drive
C03-01	Dog River area		
	Bass Dr	Dog River Drive North	Dog River Drive South
	Bream Dr	Dog River Drive North	Dog River Drive West
	Creel Court	Parkway Drive	End
	Dog River Ct	Dog River DR N	End at Cul-de-sac Dog River Ct
	Dog River Dr E	Dog River Drive North	Dog River Drive South
	Dog River Dr N	Existing joint at RxR crossing	Dog River CT
	Dog River Dr S + W	Parkway Drive	Dog River Drive North
	Marengo Dr	Dog River Drive North	Dog River Drive South
	Parkway Dr	Dog River Court	end of Parkway DR
	Peer CT	Parkway Drive	end of Peer CT
	Perch Dr	Dog River Drive North	Dog River Drive South
C04-01	Dogwood & Able area		
	Able Ct	Cottage Hill RD	End
	Dogwood Ct N	Cottage Hill RD	End @ E Dogwood CT
	E Dogwood Ct	End	End
C05-01	King St Area		
	Bob St.	Smith Street	End
	Bush St.	Will Casher Lane	End
	Hunter St.	Smith Street	End
	King St.	Smith Street	End
	Mobile St.	Will Casher Lane	Stegall St.
	Short St.	King Street	Hunter Street
	Smith St.	Stegall St.	Hunter Street
	Stegall St.	Smith Street	Mobile Street
	Will Casher Ln.	Smith Street	Belingrath Road
C06-01	Riverchase area		
	Riverchase Dr. N, E, S	Island Locations	Island Locations
C07-01	Todd Acres Area		
	Henning Drive	tangent pt of North curb radius	100' past South curb radius
	Todd Ln (Entrance)	Todd Acres Service Road	Henning Drive
C08-01	Vivian Dr. area		
	Almeda Ct.	Sybel Drive	End
	Sybel Dr	Vivian Drive	End
	Vivian Dr.	Cottage Hill Rd	Sybel Drive

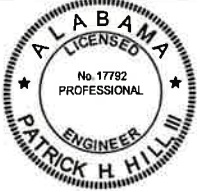
2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

MAPS



- NOTES:**
1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
 2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
 3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
 4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
 5. CONTRACTOR SHALL MILL 1" AND INLAY 1-3/4" OVERLAY, UNLESS OTHERWISE DIRECTED BY THE ENGINEER

 205 Government Street Mobile, AL 36644 O: 251-208-7457 cityofmobile.org	LEGEND - PARCELS - ROADWAY RESURFACING - EDGE OF PAVEMENT - NEW ADA RAMP	 CERM CORPORATE ENVIRONMENTAL REGISTRATION 2 Water Street, Suite 300 Mobile, AL 36602 O: 251-690-9080 www.cerm.com	 APPROVED: <i>Patrick H. Hill III</i> DATE: MAY 16, 2024	CITY OF MOBILE 2024 DISTRICT 4 CAPITOL IMPROVEMENT PROJECT PRINT DATE: 04/17/2024 ANDREW RD & JACKSON RD SHEET C01-01
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NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER

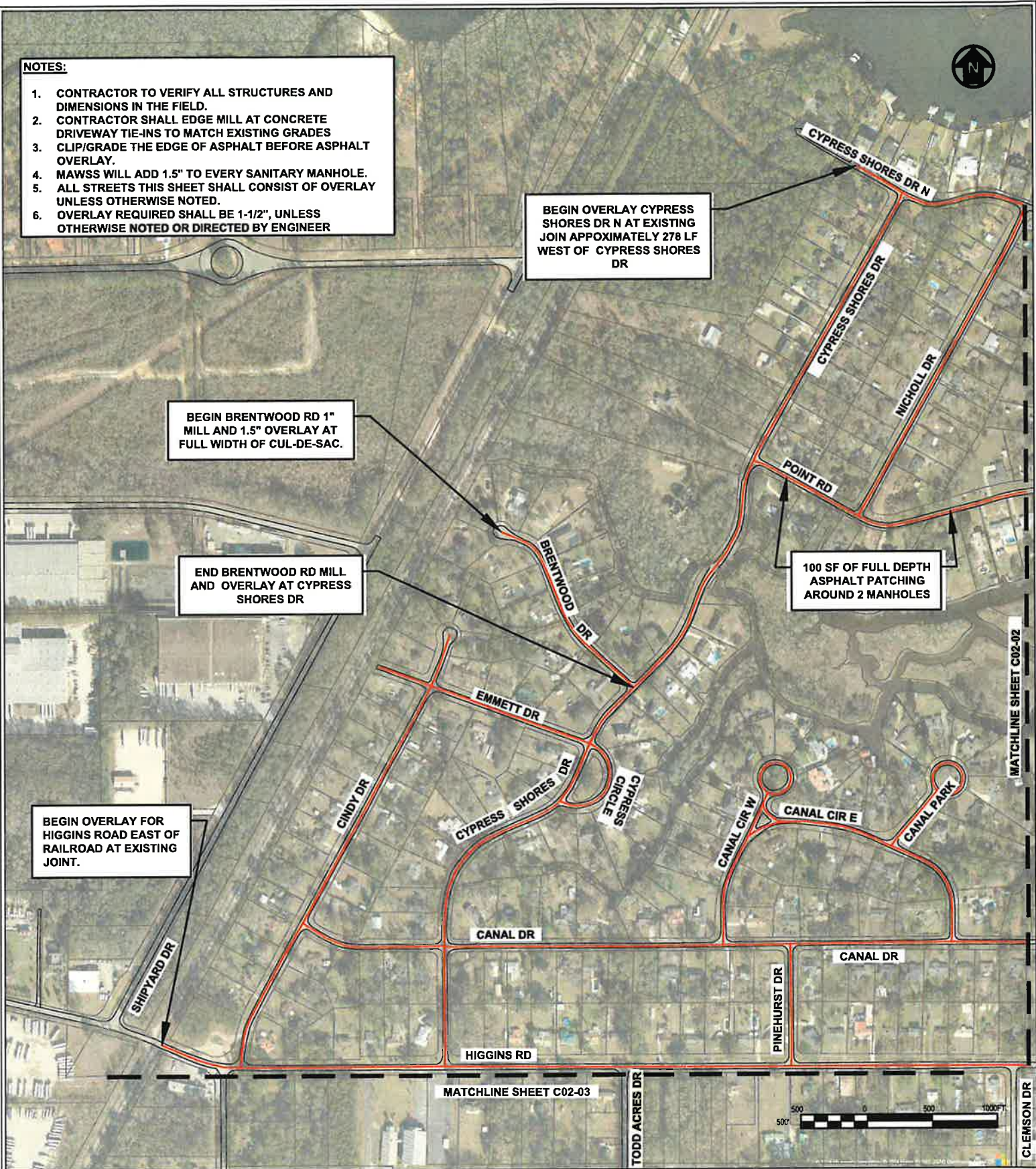
BEGIN OVERLAY CYPRESS SHORES DR N AT EXISTING JOIN APPROXIMATELY 278 LF WEST OF CYPRESS SHORES DR

BEGIN BRENTWOOD RD 1" MILL AND 1.5" OVERLAY AT FULL WIDTH OF CUL-DE-SAC.

END BRENTWOOD RD MILL AND OVERLAY AT CYPRESS SHORES DR

BEGIN OVERLAY FOR HIGGINS ROAD EAST OF RAILROAD AT EXISTING JOINT.

100 SF OF FULL DEPTH ASPHALT PATCHING AROUND 2 MANHOLES



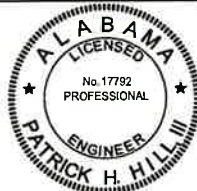
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LEGEND

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- EDGE OF PAVEMENT
- NEW ADA RAMP



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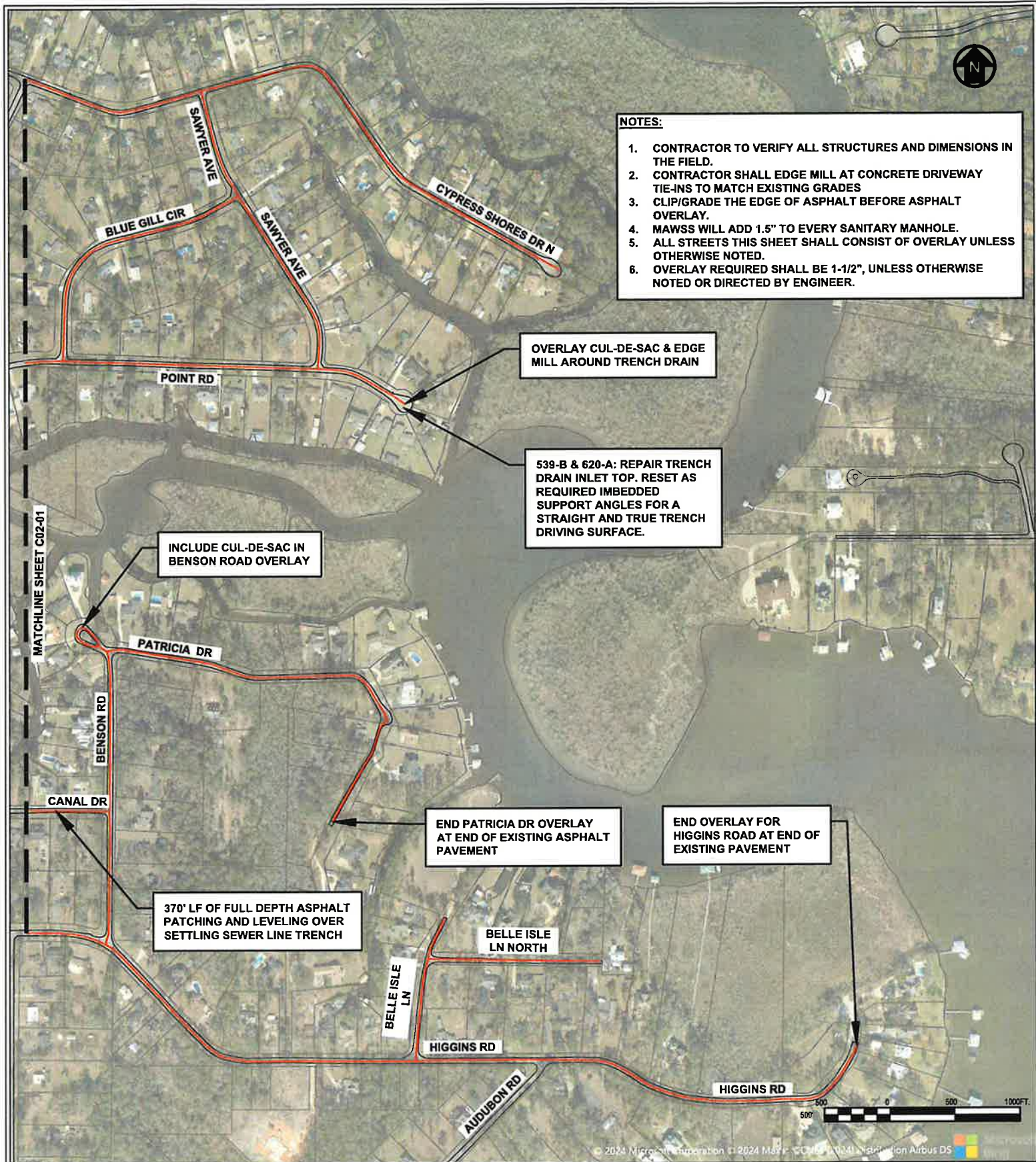


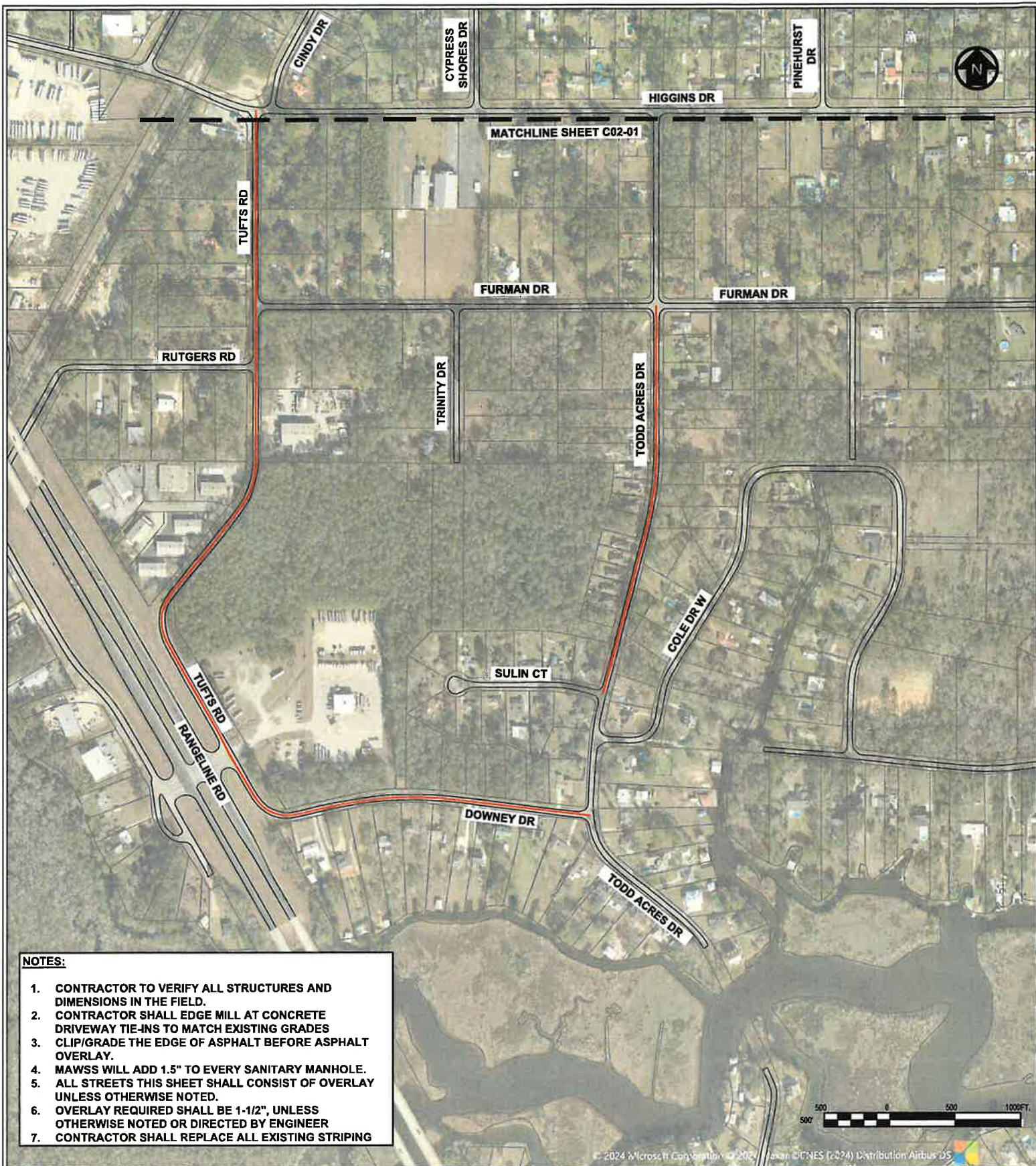
APPROVED: *Patrick H. Hill*
DATE: MAY 16, 2024

CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT

PRINT DATE: 04/17/2024

CYPRESS SHORES 1
SHEET C02-01





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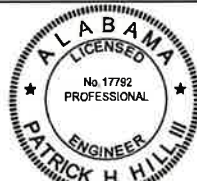
LEGEND

- PARCELS
- ROADWAY RESURFACING
- EDGE OF PAVEMENT
- NEW ADA RAMP



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**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**CYPRESS SHORES 3
SHEET C02-03**

NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
3. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
4. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
5. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
6. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING
7. CONTRACTOR WILL INSTALL 39 NEW ADA RAMP AS INDICATED ON PLANS.
8. SEVERAL ADA RAMP INSTALLATIONS WILL REQUIRE FENCE RELOCATION OFF OF CITY ROW AS DIRECTED BY ENGINEER (SEE ITEM 637-A1).

REMOVE/REPLACE
CONCRETE
PAVING 62 SY

REMOVE/REPLACE
CONCRETE
PAVING 100 SY

DOG RIVER
CT

PARKWAY DR

DOG RIVER DR E

CLEAR DRAINAGE
CHANNEL TO
CONCRETE
SURFACE BY
REMOVAL OF
APPROX. 60 CY OF
UNCLASSIFIED
EXCAVATION.

REMOVE/REPLACE
CONCRETE
PAVING 120 SY
EACH

REMOVE/REPLACE
CONCRETE
PAVING 56 SY

REMOVE/REPLACE
CONCRETE
PAVING 80 SY

REMOVE/REPLACE
CONCRETE
PAVING 112 SY

REMOVE AND REPLACE EXISTING
ADA RAMP. INSTALL
LONGITUDINAL BAR CROSSWALK
STRIPING BETWEEN RAMP.

200 LF CROSS-SLOPE CORRECTION,
USE ASPHALT LEVELING TO
ACHIEVE POSITIVE DRAINAGE

RESURFACE WHOLE INTERSECTION
UP TO THE R&R ROW JOINT AND
SIDEWALK TO YIELD SIGN

500 0 500 1000 FT

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LEGEND

- PARCELS
- ROADWAY
RESURFACING
- EDGE OF
PAVEMENT
- NEW ADA
RAMP



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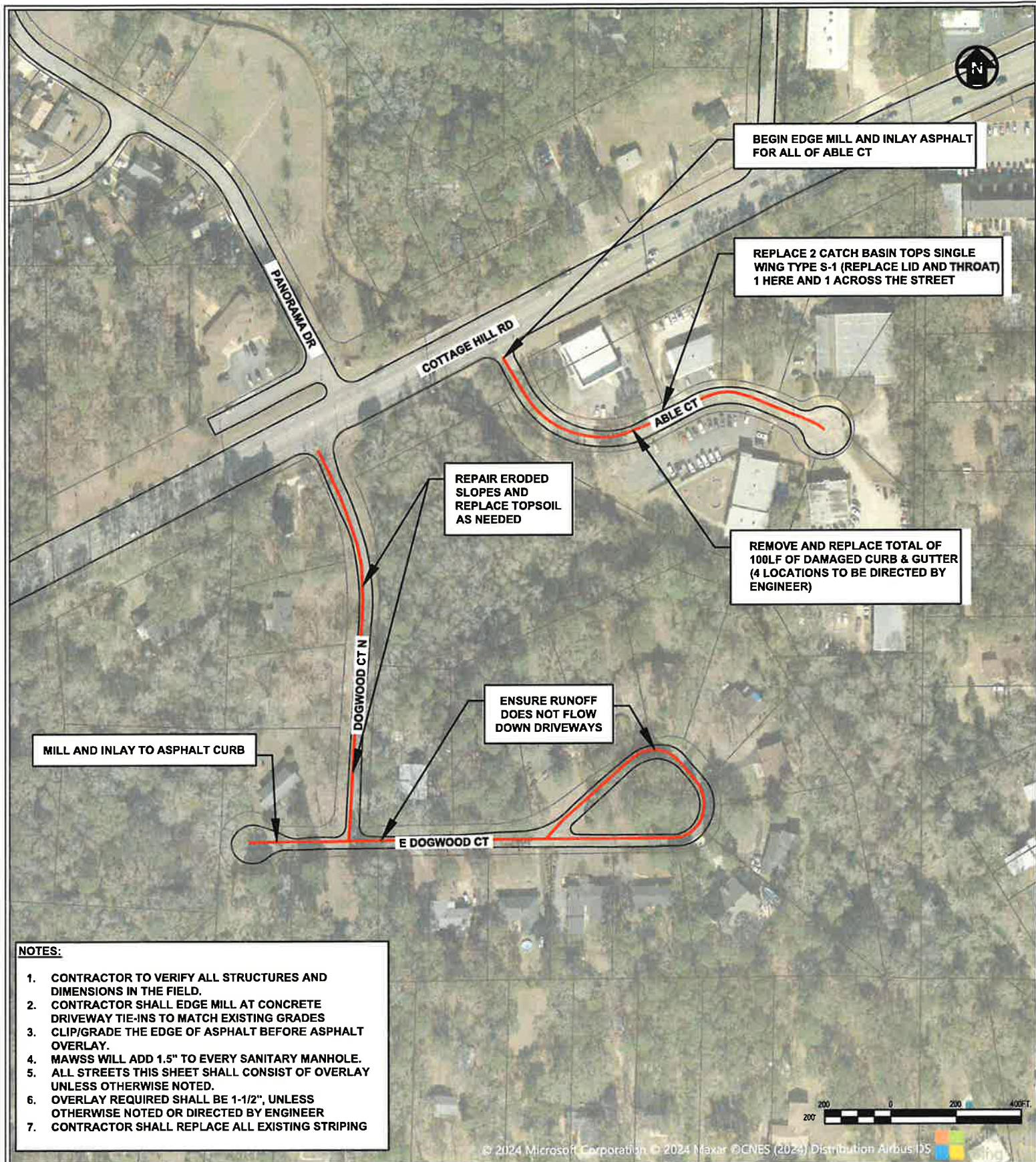


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DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT

PRINT DATE: 04/17/2024

DOG RIVER
SHEET C03-01



NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
7. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING



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LEGEND

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- EDGE OF PAVEMENT
- NEW ADA RAMP



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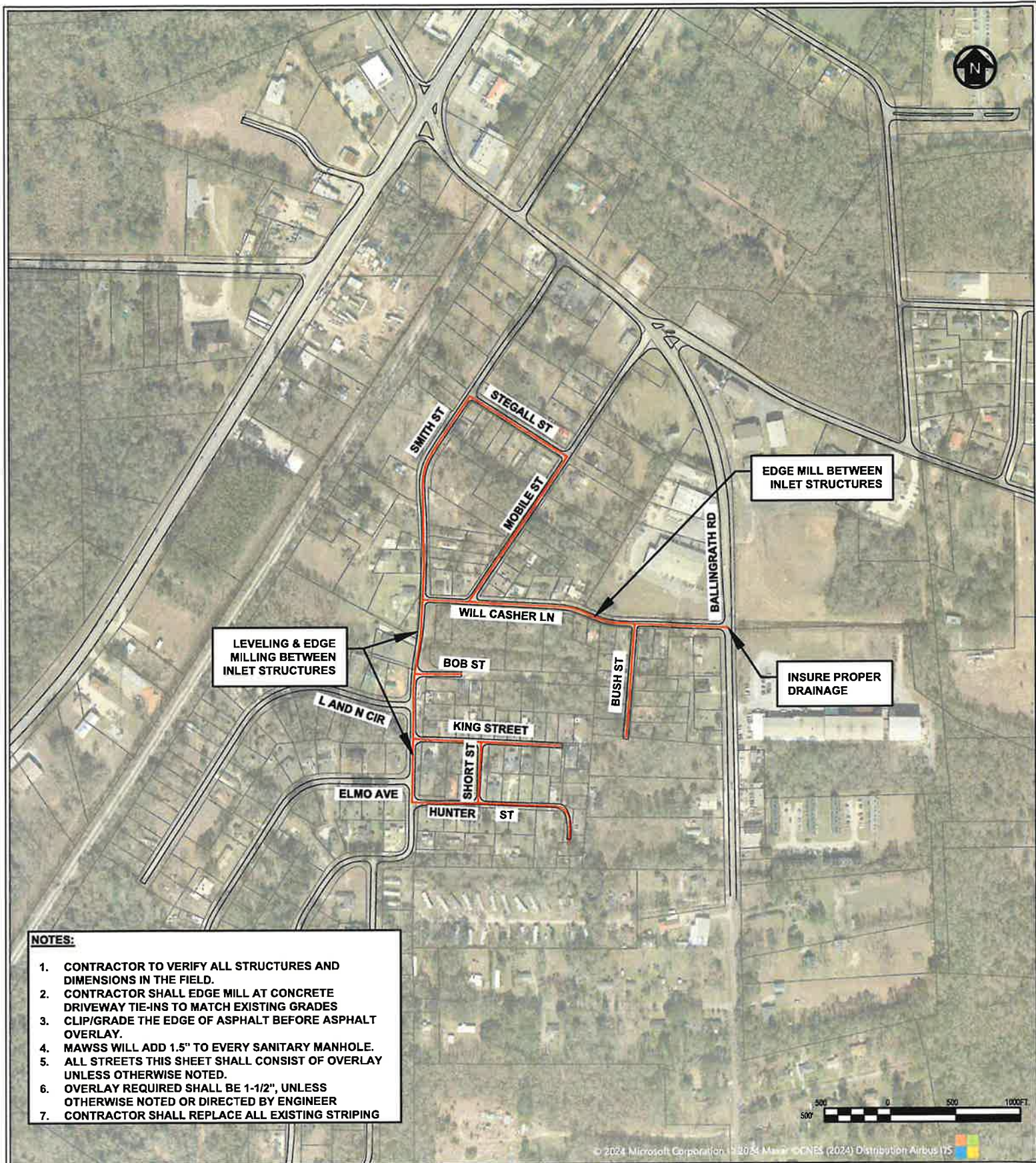


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**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**DOGWOOD & ABLE
SHEET C04-01**



NOTES:

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2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
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5. ALL STREETS THIS SHEET SHALL CONSIST OF OVERLAY UNLESS OTHERWISE NOTED.
6. OVERLAY REQUIRED SHALL BE 1-1/2", UNLESS OTHERWISE NOTED OR DIRECTED BY ENGINEER
7. CONTRACTOR SHALL REPLACE ALL EXISTING STRIPING

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LEGEND

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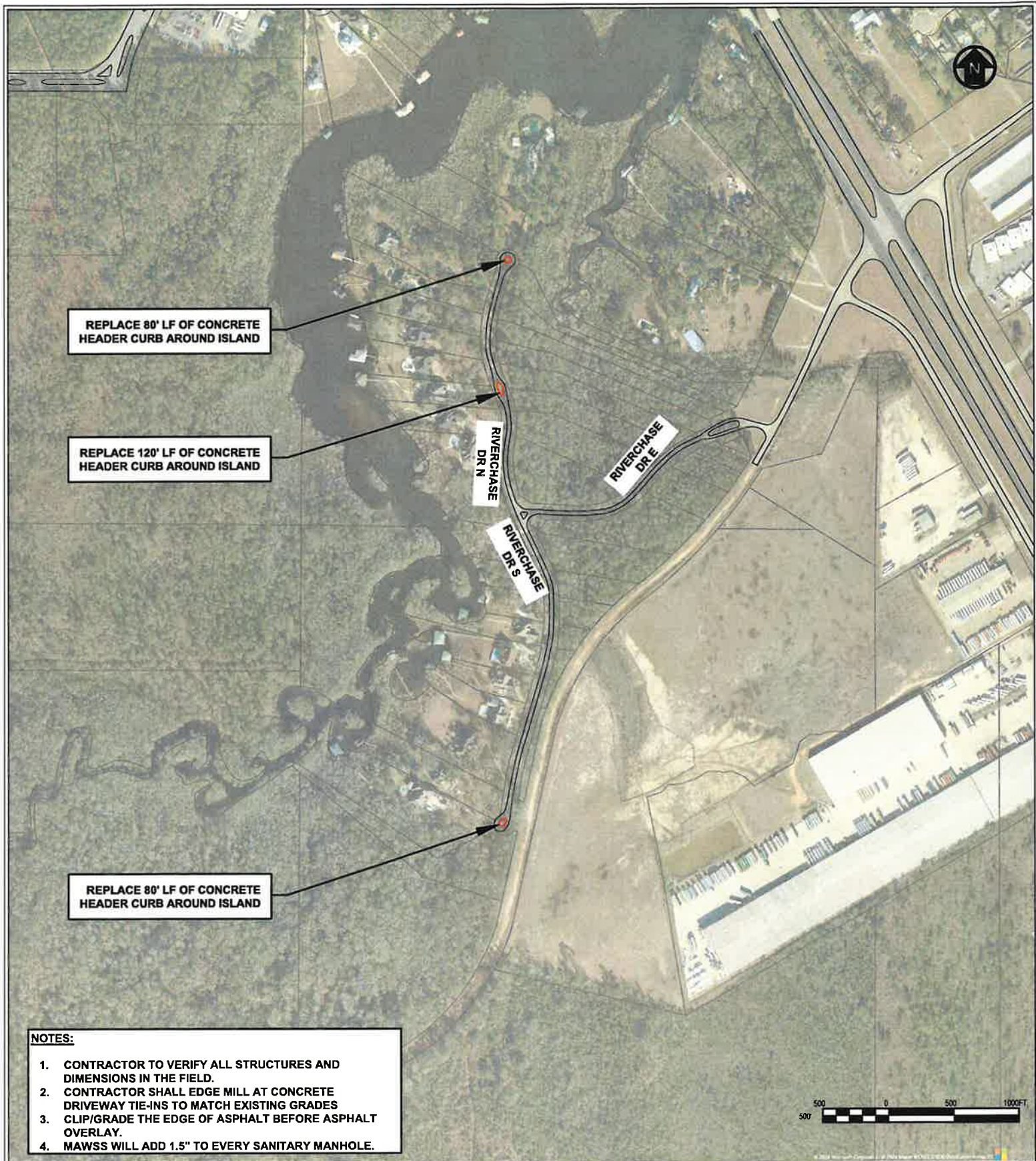


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**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**KING ST
SHEET C05-01**



NOTES:

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2. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES
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LEGEND

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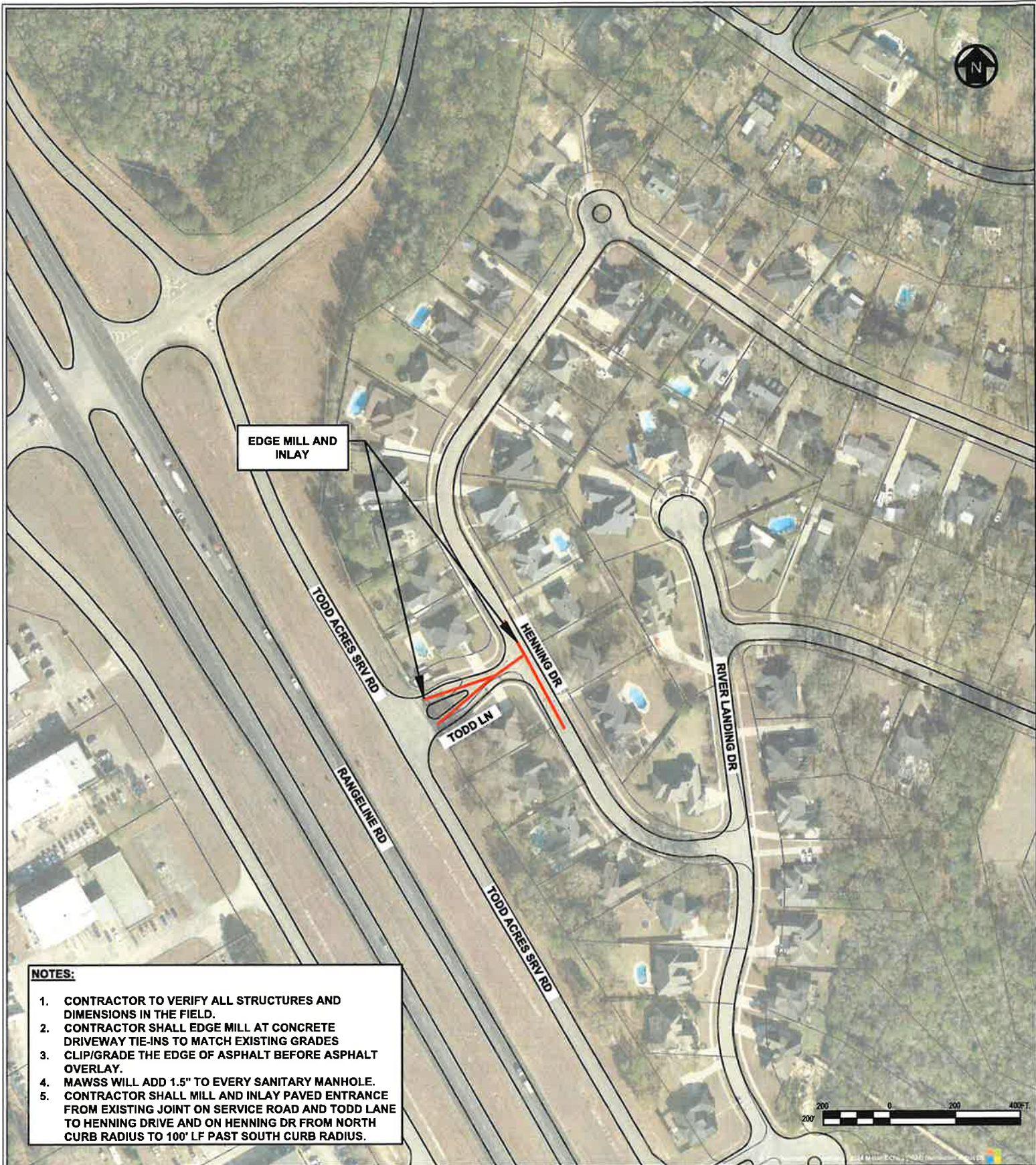


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**CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT**

PRINT DATE: 04/17/2024

**RIVERCHASE
SHEET C06-01**



NOTES:

1. CONTRACTOR TO VERIFY ALL STRUCTURES AND DIMENSIONS IN THE FIELD.
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3. CLIP/GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
4. MAWSS WILL ADD 1.5" TO EVERY SANITARY MANHOLE.
5. CONTRACTOR SHALL MILL AND INLAY PAVED ENTRANCE FROM EXISTING JOINT ON SERVICE ROAD AND TODD LANE TO HENNING DRIVE AND ON HENNING DR FROM NORTH CURB RADIUS TO 100' LF PAST SOUTH CURB RADIUS.



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LEGEND

- PARCELS
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- EDGE OF PAVEMENT
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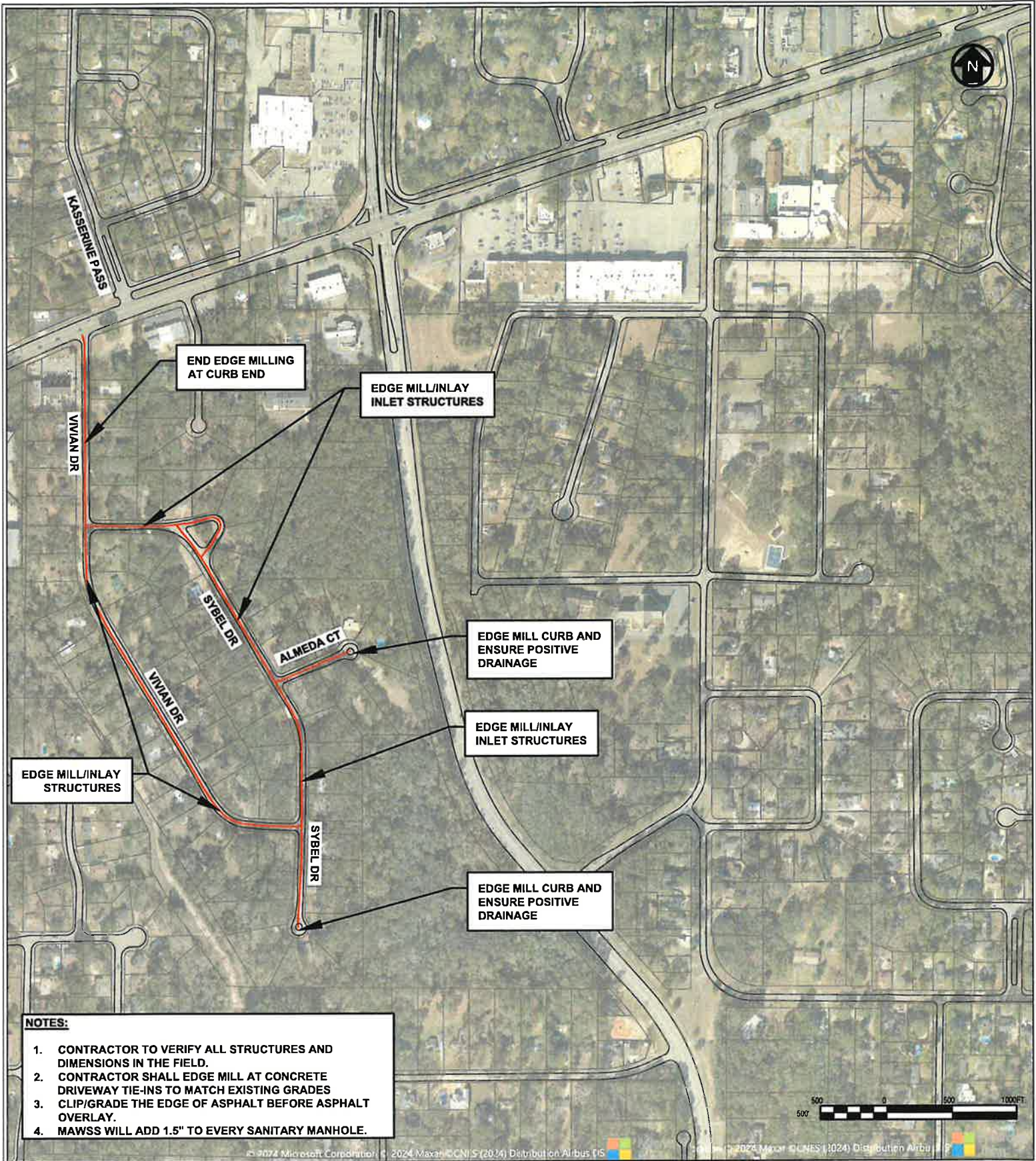


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DATE: MAY 16, 2024

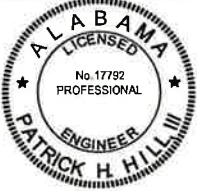
CITY OF MOBILE 2024
DISTRICT 4 CAPITOL
IMPROVEMENT PROJECT

PRINT DATE: 04/17/2024

**TODD ACRES
AREA
SHEET C07-01**



- NOTES:**
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 205 Government Street Mobile, AL 36644 O: 251-208-7457 cityofmobile.org	LEGEND - PARCELS - ROADWAY RESURFACING - EDGE OF PAVEMENT - NEW ADA RAMP	 C E R M COMMUNITY ENGINEERING & REPAIR METHODS 2 Water Street, Suite 300 Mobile, AL 36602 O: 251-690-9080 www.cerm.com	 APPROVED: <i>Patrick H. Hill III</i> DATE: MAY 16, 2024	CITY OF MOBILE 2024 DISTRICT 4 CAPITOL IMPROVEMENT PROJECT PRINT DATE: 04/17/2024 VIVIAN DR SHEET C08-01
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2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

QUANTITIES

2024 District 4 CIP Resurfacing Project — ROAD REPAIR

Units	Milling/Inlay				Overlay				Tie Ins @ 110 bl/sy asphalt	Asphalt levelling 424A-360	Asphalt Total	Street Width
	LF	SF	SY	TONS @ 1.75"	LF	SF	SY	TONS @ 1.5"	TONS @ 424A-360	TONS @ 424A-360	Tons	
				1.75"				1.5"	1.5"	1.5"		
				424A-360				424A-360	424A-360	424A-360		
				195				165				
STREETS / AREAS				1.75" Thick => Spreadrate in LBS/SY of 195 ;				1.5" Thick => Spreadrate in LBS/SY of 165				
Andrew RD & Jackson RD Area / Sheet C01-01												
Andrew Rd	445	10,880	1,187	116							116	24
Jackson Rd	655	20,980	2,329	227							227	32
Cypress Shores (1) Area / Sheet C02-01												
Brentwood Dr					820	18,040	2,004	185		110	276	22
Canal Cir E					1,548	30,960	3,440	284			284	20
Canal Cir W					189	4,158	462	38			38	22
Canal Dr					3,146	62,920	6,991	577			577	20
Canal Park					349	6,980	776	64			64	20
Cindy Dr					1,870	37,400	4,156	343			343	20
Cypress Circle					416	8,320	924	76			76	20
Cypress Shores Dr					4,000	88,000	9,778	807			807	22
Cypress Shores Dr N					3,280	72,160	8,018	661			661	22
Emmett Dr					1,525	33,550	3,728	308			308	22
Higgins Rd					7,138	157,036	17,448	1,439			1,439	22
Nicholl Dr					1,371	30,162	3,351	276			276	22
Pinhurst Dr					472	9,440	1,049	87			87	20
Point Rd.					2,847	58,234	6,470	534			534	22
Cypress Shores (2) Area / Sheet C02-02												
Bell Isle Ln					625	12,500	1,389	115			115	20
Bell Isle Ln N					867	12,006	1,334	110			110	18
Benson Rd					1,146	22,920	2,547	210			210	20
Blue Gill Cir					1,078	21,560	2,396	198			198	20
Patricia Dr					1,758	35,180	3,907	322		215	537	20
Sawyer Ave					1,203	26,486	2,941	243			243	22
Cypress Shores (3) Area / Sheet C02-03												
Downey Dr					1,528	33,616	3,735	308			308	22
Todd Acres DR (Furman to Sulin)	1,587	38,088	4,232	413						233	645	24
Tufts Rd					2,887	59,114	6,588	542			542	22
Dog River Area / Sheet C03-01												
Bass Dr	873	19,206	2,134	208							208	22
Bream Dr	880	19,360	2,151	210						100	310	22
Creel Court	290	6,380	709	69							69	22
Dog River CT	479	10,538	1,171	114							114	22
Dog River Dr E	843	18,546	2,061	201							201	22
Dog River Dr N	3,187	70,114	7,790	760					28		788	22
Dog River Dr S + W	2,622	57,684	6,409	625							625	22
Marango Dr	1,025	22,550	2,508	244							244	22
Parkway Dr	1,290	33,540	3,727	363							363	26
Peer Ct	238	6,188	688	67							67	26
Perch Dr	926	20,372	2,284	221							221	22
Dogwood & Able area / Sheet C04-01												
Able Ct	622	13,684	1,520	148							148	22
Dogwood Ct N	700	15,400	1,711	167							167	22
E Dogwood Ct	1,090	23,980	2,664	260							260	22
King St Area / Sheet C05-01												
Bob St.					542	9,756	1,084	89			89	18
Bush St.					443	7,974	886	73			73	18
Hunter St.					731	10,234	1,137	94			94	14
King St.					575	11,500	1,278	105		70	176	20
Mobile St.	1,167	28,008	3,112	303	—	—	—	—			303	24
Short St.	—	—	—	—	238	2,856	317	26			26	12
Smith St.	2,113	50,712	5,635	549	—	—	—	—			549	24
Stegall St.	—	—	—	—	447	9,834	1,093	90			90	22
Will Casher Ln.	1,203	26,486	2,941	287						162	448	22
Riverchase area / Sheet C06-01												
Riverchase Dr. N. E. S											—	
Todd Acres Area / Sheet C07-01												
Henning Dr	675	14,850	1,650	161							161	22
Todd Ln (entrance)	175	3,850	428	42							42	22
Vivian Dr. area / Sheet C08-01												
Almeda Ct.	315	8,190	910	89							89	26
Sybel Sr	2,101	54,626	6,070	592						334	926	26
Vivian Dr.	2,364	61,464	6,829	666						376	1,041	26

TOTALS	27,865	655,436	7,101	42439	892856	8,185	28	1,599	16,912
	LF	SF	Tons asphalt at 1.75"	LF	SF	Tons asphalt overlay & inlay at 1.5"	Tie-Ins Tons asphalt at 1.5"	Tons asphalt for levelling	Tons asphalt any thickness

2024 District 4 CIP Resurfacing Project -- MILLING SCHEDULE

	Street Length	Street Width	Full Mill 1.0"~2.0"	Edge Mill 1.0"~2.0"	Tie-Ins	has curb and gutter
Units	FT	FT	SY	SY	SY	YES = X
STREETS / AREAS						
Andrew RD & Jackson RD Area / Sheet C01-01						
Andrew Rd	445	24	1,187			x
Jackson Rd	655	32	2,329			x
Cypress Shores (1) Area / Sheet C02-01						
Brentwood Dr	820	22	2,004			
Canal Cir E	1,548	20				
Canal Cir W	189	22				
Canal Dr	3,146	20	6,991			
Canal Park	349	20				
Cindy Dr	1,870	20				
Cypress Circle	416	20				
Cypress Shores Dr	4,000	22				
Cypress Shores Dr N	3,280	22				
Emmett Dr	1,525	22				
Higgins Rd	7,138	22				
Nicholl Dr	1,371	22				
Pinehurst Dr	472	20				
Point Rd.	2,647	22				
Cypress Shores (2) Area / Sheet C02-02						
Bell Isle Ln	625	20				
Bell Isle Ln N	687	18				
Benson Rd	1,146	20				
Blue Gill Cir	1,078	20				
Patricia Dr	1,758	20	3,907			
Sawyer Ave	1,203	22				
Cypress Shores (3) Area / Sheet C02-03						
Downey Dr	1,528	22				
Todd Acres DR (Furman to Sulin)	1,587	24	4,232			x
Tufta Rd	2,687	22				
Dog River Area / Sheet C03-01						
Beas Dr	873	22		2,134		x
Bream Dr	880	22	2,151			x
Creel Court	290	22		709		x
Dog River CT	479	22		1,171		x
Dog River Dr E	843	22		2,081		x
Dog River Dr N	3,187	22		7,790	513	x
Dog River Dr S + W	2,622	22		6,409		x
Marengo Dr	1,025	22		2,506		x
Parkway Dr	1,290	26		3,727		x
Peer Ct	238	26		688		x
Perch Dr	926	22		2,264		x
Dogwood & Able area / Sheet C04-01						
Able Ct	622	22		1,520		x
Dogwood Ct N	700	22		1,711		x
E Dogwood Ct	1,090	22		2,664		x
King St Area / Sheet C05-01						
Bob St.	542	18		1,084		
Buah St.	443	18		886		
Hunter St.	731	14		1,137		
King St.	575	20	1,278			
Mobile St.	1,167	24		3,112		x
Short St.	238	12				
Smith St.	2,113	24		5,635		x
Stegall St.	447	22				
Will Casher Ln.	1,203	22	2,941			x
Riverchase area / Sheet C06-01						
Riverchase Dr. N, E, S						
Todd Acres Area / Sheet C07-01						
Henning Dr	675	22		1,650		x
Todd Ln (entrance)	175	22	428			x
Vivian Dr. area / Sheet C08-01						
Almeda Ct.	315	26		910		x
Sybel Sr	2,101	26	6,070			x
Vivian Dr.	2,364	26	6,829			x

TOTAL	70,304 LF	40,346	49,767	513
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2024 District 4 CIP Resurfacing Project – INFRASTRUCTURE REPAIR LOCATIONS

TOTAL

2024 District 4 CIP Resurfacing Project -- ADA RAMPS

	ADA Ramp - as detailed		T. Dome	Curb & Gutter		Sidewalk	
	Number	Quantity	Quantity	Remove	Install	Remove 3'	Install 4'
Units	EA	SY	SF	LF	LF	SY	SY
STREETS / AREAS							
Andrew RD & Jackson RD Area / Sheet C01-01							
Andrew Rd							
Jackson Rd							
Cypress Shores (1) Area / Sheet C02-01							
Brentwood Dr							
Canal Cir E							
Canal Cir W							
Canal Dr							
Canal Park							
Cindy Dr							
Cypress Circle							
Cypress Shores Dr							
Cypress Shores Dr N							
Emmett Dr							
Higgins Rd							
Nicholl Dr							
Pinehurst Dr							
Point Rd.							
Cypress Shores (2) Area / Sheet C02-02							
Bell Isle Ln							
Bell Isle Ln N							
Benson Rd							
Blue Gill Cir							
Patricia Dr							
Sawyer Ave							
Cypress Shores (3) Area / Sheet C02-03							
Downey Dr							
Todd Acres DR (Furman to Sulin)							
Tufts Rd							
Dog River Area / Sheet C03-01							
Bass Dr	4	26	40	120	120	6.67	8.89
Bream Dr	4	26	40	120	120	26.68	35.56
Creel Court	2	13	20	60	60	6.67	8.89
Dog River CT	2	13	20	60	60	13.34	17.78
Dog River Dr E	4	26	40	120	120	26.68	35.56
Dog River Dr N	2	13	20	60	60	13.34	17.78
Dog River Dr S + W	2	13	20	60	60	13.34	17.78
Marengo Dr	6	19.5	60	180	180	40.02	53.34
Park AV	1	6.5	10	30	30	6.67	8.89
Parkway Dr	4	26	40	120	120	26.68	35.56
Peer Ct	4	26	40	120	120	26.68	35.56
Perch Dr	4	26	40	120	120	26.68	35.56
Dogwood & Able area / Sheet C04-01							
Able Ct							
Dogwood Ct N							
E Dogwood Ct							
King St Area / Sheet C05-01							
Bob St.							
Bush St.							
Hunter St.							
King St.							
Mobile St.							
Short St.							
Smith St.							
Stegall St.							
Will Casher Ln.							
Riverchase area / Sheet C06-01							
Riverchase Dr. N, E, S							
Todd Acres Area / Sheet C07-01							
Henning Dr							
Todd Ln (entrance)							
Vivian Dr. area / Sheet C08-01							
Almeda Ct							
Sybel Sr							
Vivian Dr.							
TOTAL	39	234	390	1,170	1,170	233	311

**2024 CIP Resurfacing,
District 4**

Project No. 2024-3005-02

GUARDRAIL REPAIR

Damaged guardrail locations:

1. NE Guardrail on Todd Acres Drive @ Rabbit Creek.
2. Eastside Guardrail on Bowers Lane @ Muddy Creek.
3. End Anchor on SB Demetropolis Road just South of US 90.
4. SE Damaged Guardrail at 4881 Halls Mill Road (Bridge over Spring Branch)
5. NW Guardrail End Anchor on SB Ridgeline Road at Rattlesnake Bayou



SITE 1:

TODD ACRES DRIVE @ RABBIT CREEK

- 1. REMOVE AND REPLACE DAMAGED POST AND GUARDRAIL 60 LF.**



SITE 2:

BOWERS LANE @ MUDDY CREEK

- 1. REMOVE POST, RAIL, AND ANCHORS**
- 2. INSTALL TWO (2) TYPE 20 GUARDRAIL END ANCHORS**
- 3. INSTALL 80 LF POST AND RAIL**



SITE 3:

SB ON DEMETRPOLIS ROAD JUST SOUTH OF US HWY 90

- 1. REMOVE POST AND RAIL.**
- 2. REMOVE/REPLACE 1 (ONE) TYPE 20 GUARDRAIL END ANCHOR.**



SITE 4:

@ 4881 Halls Mill Road (Bridge over Spring Branch)

1. REMOVE POST, RAIL, AND ANCHORS

2. INSTALL 26 LF OF POST AND RAIL



SITE 5:

RIDGELINE ROAD @ RATTLESNAKE BAYOU

- 1. REMOVE POST, RAIL, AND ANCHORS**
- 2. INSTALL TYPE 20 GUARDRAIL END ANCHOR**

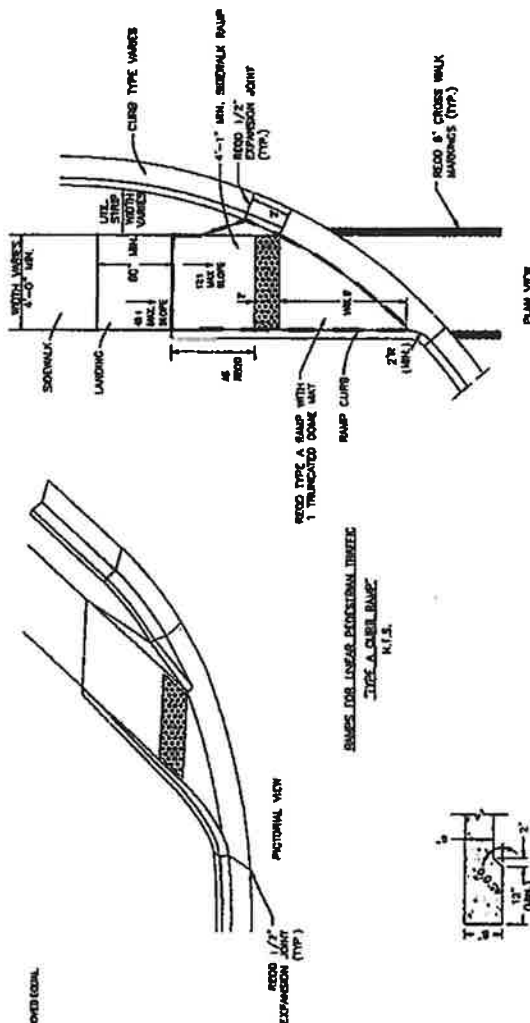
2024 CIP Resurfacing, District 4

Project No. 2024-3005-02

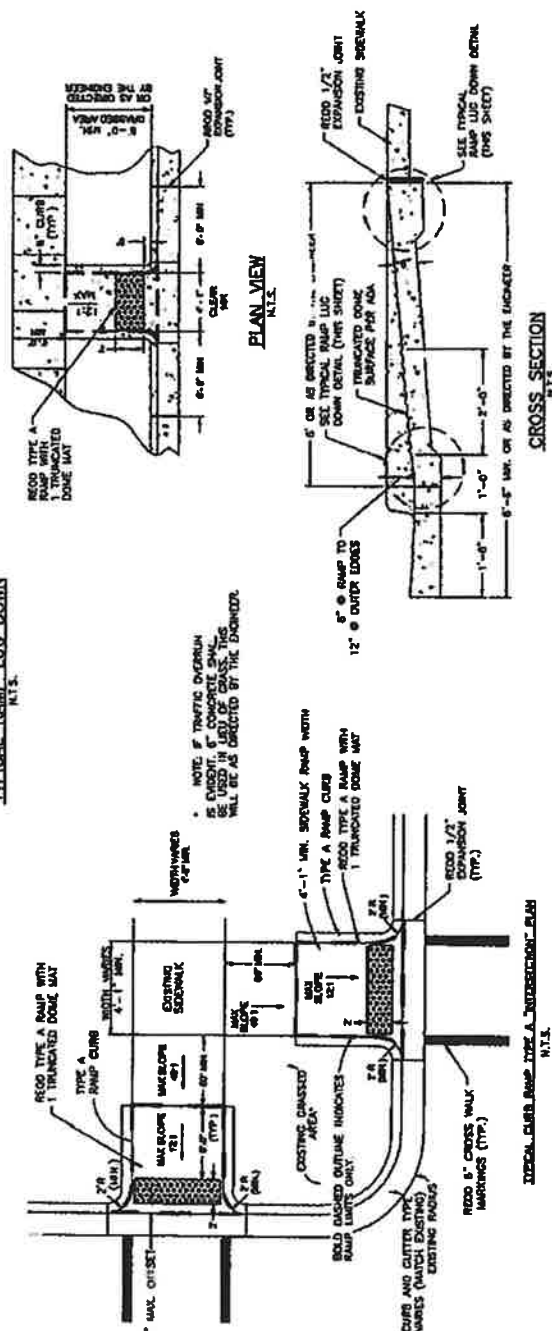
CONSTRUCTION DETAILS

GENERAL DEFECTABLE WARNING AND TOWELX CONSTRUCTION NOTES.

1. DETECTABLE WARNING: ON TRANSITION CURBS OR SIDEWALKS THAT ARE APPROX. TLE AIR 2'4H FOR NEW CONSTRUCTION OR APPROX. 6" HIGHER THAN EXISTING CEMENT CURB, DETECTION CLIMPHOOD GEND TRUNCATED DOWNS SHALL BE 3" DIA. X 36" IN LENGTH AND SHALL HAVE A WEDGESHAP FOR ANCHORING INTO ASPHALT AND CONCRETE THAT ALLOWS EAST RAILROAD AND REPAIR LOCATIONS.
2. RAMPS: SLOPES ARE TO BE COORDINATED WITH THE ENGINEER OR ENGINEERS ASSISTANT AND SHALL COMPLY WITH ALL ADA REGULATIONS CONCERNING HANDING RETRAIS ARE APPROPRIATE IN THE PLANS AND CAN BE ADJUSTED IN THE FIELD.
 - a. IF A CURB RAMP IS PLACED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP WHEN IT SHALL HAVE LIMITED SIZES. THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:21 WHEN IT IS USED AS A CROSSING. OTHERWISE, THE SLOPE SHOULD NOT BE USED UNLESS PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.
3. CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND TO CONTAIN THE ENTIRE CURB. DETECTABLE WARNING SURFACES SHALL BE INSTALLED NO GREATER THAN 3" FROM THE BACK OF CURB OR EDGE OF PREVIOUSLY CAST DETECTABLE WARNING SURFACES. THERE SHALL BE NO JOINTS OR JOINTS BETWEEN DETECTABLE WARNING SURFACES ARE MANY COMPLAINS AND INSTALLATION OF DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY INSTALLING THEM TO MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS AND METHODS OF CONSTRUCTION, SECTION 4-2.2. TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNING.
4. ALL TRUNCATED DOWNES SHALL BE COLORADO RED FEDERAL COLOR NUMBER 3109
 - a. CURB CUT RAMP SHALL BE CONSTRUCTED USING 1:18 AS A DESIRED SLOPE OR AS SHOWN ON THE PLAN. DETECTABLE WARNING SURFACES SHALL BE EXTENDED TO THE END OF THE RAMP AND TO THE POINT WHERE THE SLOPE CHANGES TO THE NORMAL ROADWAY. THE SITE CONSTRAINTS AS ESTABLISHED BY THE ENGINEER THEN A SLOPE BETWEEN 1:12 AND 1:10 MAY BE USED BUT SHALL NOT EXCEED 1:5.
5. WHERE SIDEWALKS IS INSTALLED WITHIN EXISTING CURB OR CURB AND CUTTER SOFT EXISTING CURB OR CURB AND CUTTER SHALL BE REMOVED TO THE NEAREST JOINT WITHIN THE LIMITS OF CONSTRUCTION. EXISTING SIDEWALKS SHALL BE REMOVED TO THE NEXT JOINT AFTER THE LAST JOINT OF THE EXISTING SIDEWALK. THE CONTRACTOR SHALL NOTIFY SAU OF ANY REMOVALS TO ALLOW FOR PLACING AND FINISHING. THE CONTRACTOR IS TO EXPOSE THE REMAINING SAW CUT SIDEWALK HAS A MINIMUM OF 4' LENGTH.
6. FOR UTILITY, ALL SUBGRADE BEDDING BASES AND SIDEWALKS SHALL BE LOOSENED AND COMPACTED TO REQUIRED DENSITY. ADEQUATE BASE COURSE SHALL BE ADDED TO THE SUBGRADE TO RAMP WHERE VEHICULAR OVER-INCOME IS POSSIBLE. THE BASE COURSE WILL BE ADDED PER DIRECTION OF THE ENGINEER OR ENGINEERS REPRESENTATIVE.

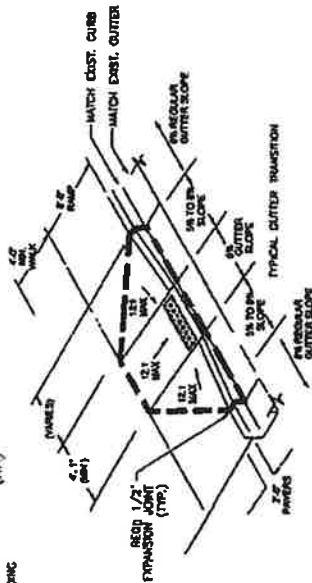


TYPICAL RAMP LUG DOWN
N.T.S.

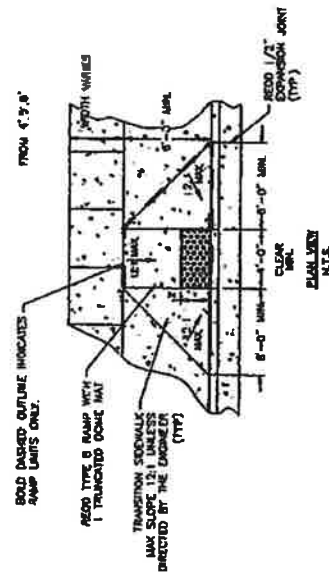
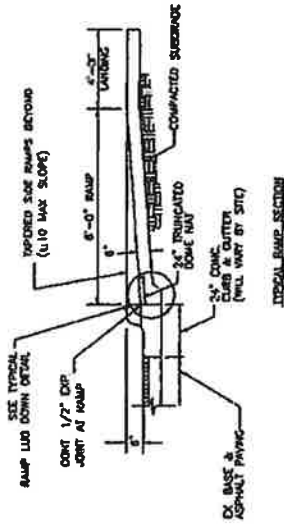
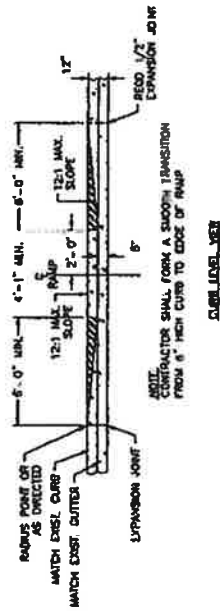


NOTE:
REVISION 1: ALL SIDEWALK
WIDTHS ARE TO BE 5' - 0" MIN.
DATE: 05/21/2024

1. TYPICAL CUTTER TRANSITION SECTION. THIS SHEET SHALL APPLY FOR ALL RAMP, WOODY EXISTING CURB AND CUTTER SECTIONS



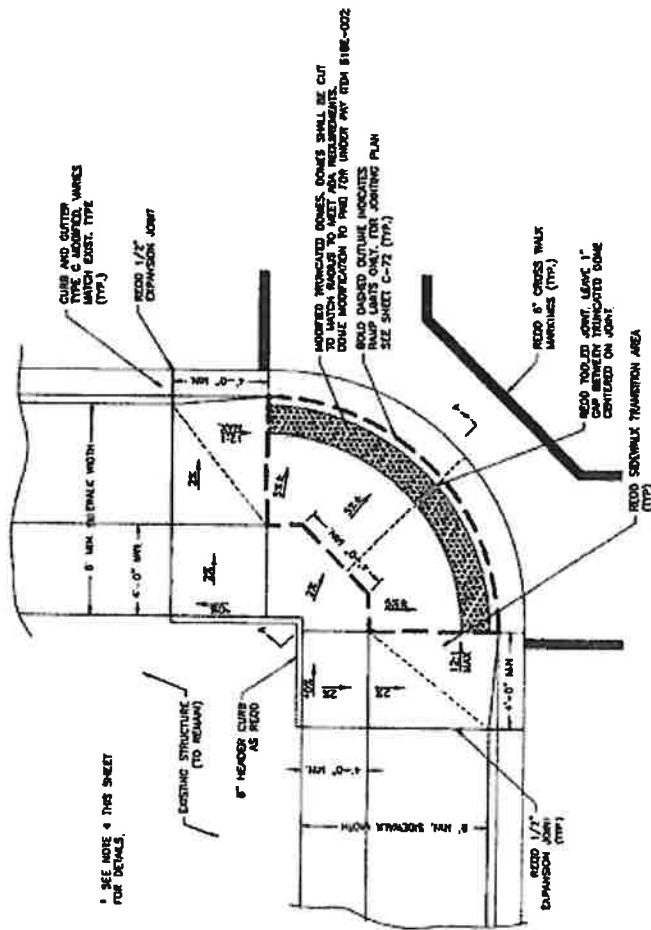
**Collection Inventory
Transfer Order
-Title-**



NAME: COLIN LINDA REGISTRATION NUMBER:
TYPE A CUBA FILE

CURB RAMP TYPE B (4'5'6")
* INDICATES SIDEWALK WIDTH

CURB RAMP TYPE C DETAILS

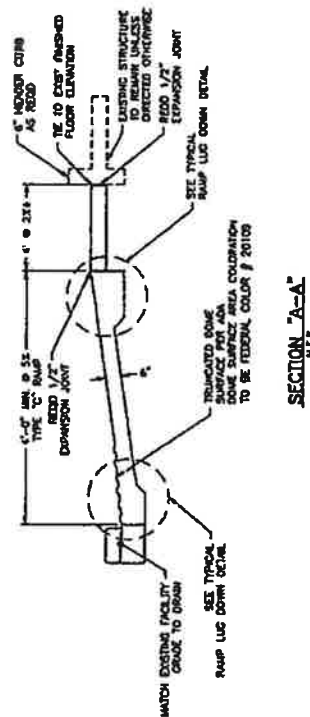


PLAN VIEW
BLENDED TRANSITION RAMP FOR WIDE SIDEWALK INTERSECTION
A1.1

NOTES:

1. TYPE "C" RAMP SHALL BE USED WHEN TWO 8' OR GREATER SIDEWALKS INTERSECT EACH OTHER AT AN INTERSECTION.
2. A 4' LEVEL LANDING SHALL BE PROVIDED BEHIND THE CURB AS SHOWN.
3. IF BALUNES OR STRUCTURES ARE PRESENT, CONTRACTOR SHALL MAINTAIN EXISTING 12" FROM FACE OF BUILDING AND MAINTAIN EXISTING FINISH FLOOR. CURBING ADJACENT A STRUCTURE SHALL BE DIRECTED BY THE ENGINEER.
4. THE EXISTING FINISHED FLOOR WILL BE MAINTAINED AND WILL NOT BE ALTERED IN ANY FASHION. ALL EFFORTS WILL BE MADE TO MATCH EXISTING ELEVATIONS SET BY THE BUILDING. IF BUILDING NOT PRESENT CONTRACTOR TO SLOPE AT SEE.

RAMP FOR LINEAR PEDESTRIAN TRAFFIC
"TYPE C CURB RAMP"
A1.2



SECTION "A-A"
A1.3

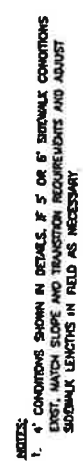
NOTE:
REVISION 1: ALL SIDEWALK
WIDTHS ARE TO BE 5' - 0" MIN.
DATE: 05/21/2024

1. 4' CONDITIONS SHOWN IN DETAILS. IF 3' OR 6' SIDEWALK CONDITIONS EXIST, MATCH SLOPE AND TRANSITION REQUIREMENTS AND ADJUST SIDEWALK LENGTHS INFIELD AS NECESSARY.



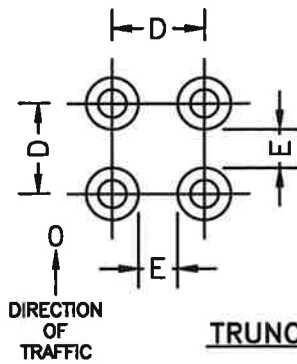
REVISION 1: ALL SIDEWALK
WIDTHS ARE TO BE 5' - 0" MIN.
DATE: 05/21/2024

CURB RAMP TYPE D AND E DETAILS

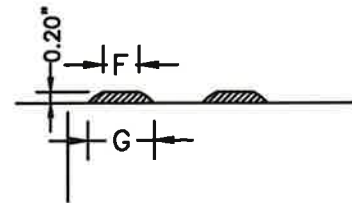


RAMPS FOR LINEAR PEDESTRIAN TRAFFIC
"TYPE D CURB RAMP"
M.T.S.

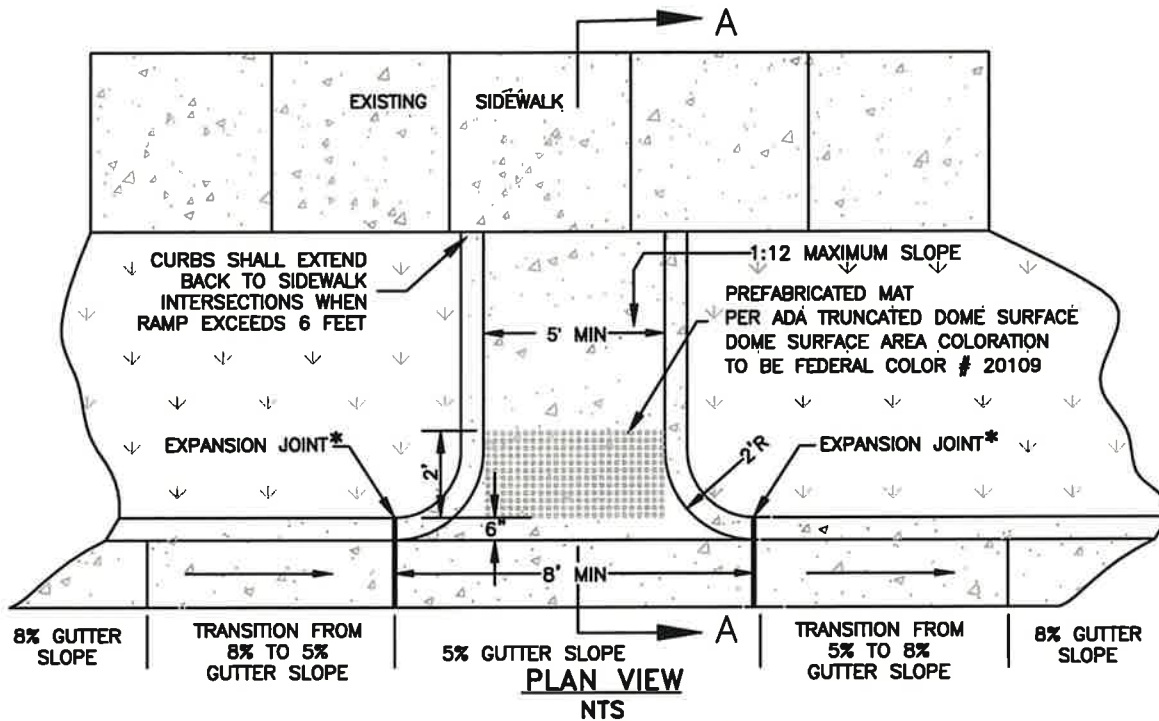
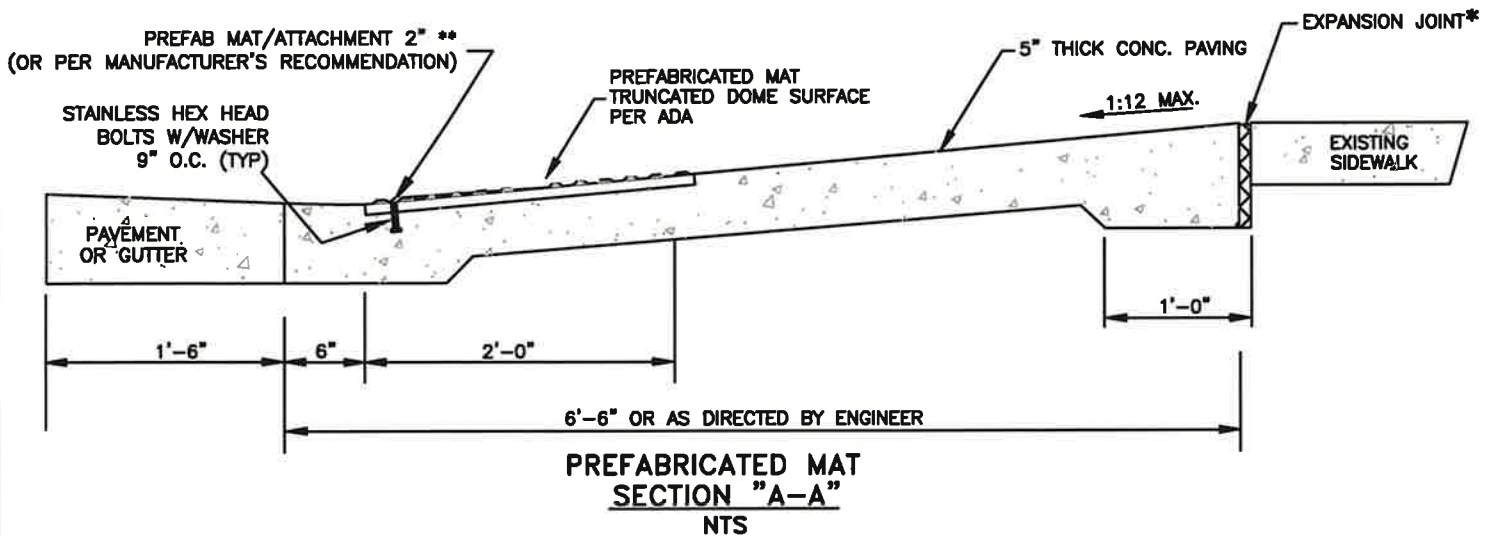
Page 626 of 1032



	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



TRUNCATED DOME DETECTABLE WARNING SURFACE NTS



*EXPANSION JOINT
MATERIAL TO MEET
ALDOT SPECIFICATIONS
832.01 & 832.02

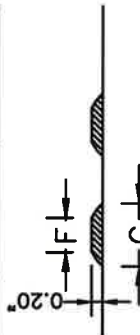
**PREFABRICATED MATS SHALL BE WET SET IN
NEW RAMPS. MATS MAY BE ATTACHED WITH
BOLTS ON EXISTING RAMPS.



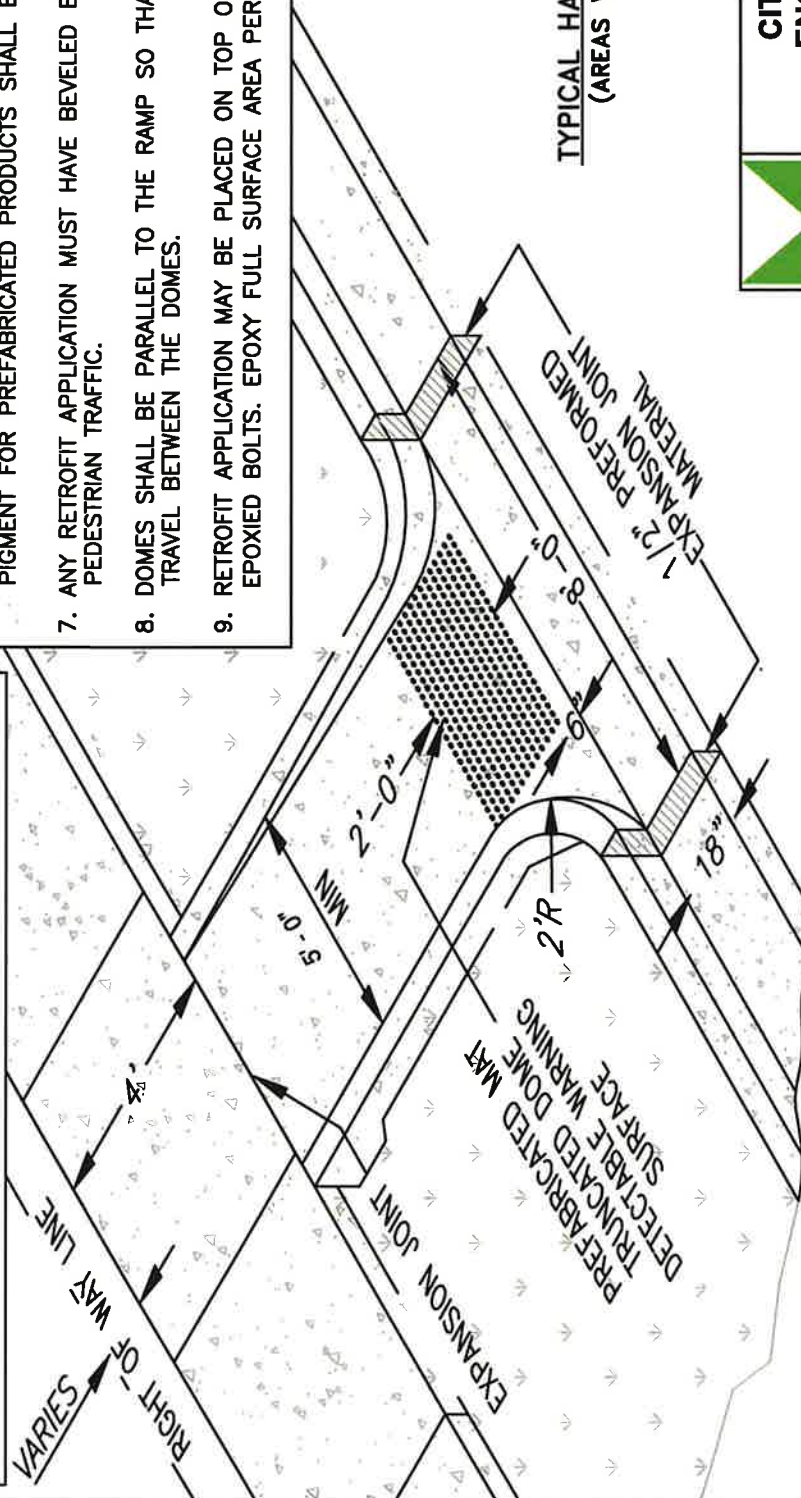
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**HANDICAP CURB RAMP
AREAS WITH GRASS STRIP**

- | | MIN. | MAX. |
|---|-------|-------|
| D | 1.60" | 2.35" |
| E | .65" | 1.50" |
| F | .45" | .80" |
| G | .90" | 1.40" |



TRUNCATED DOME DETECTABLE WARNING DETAIL

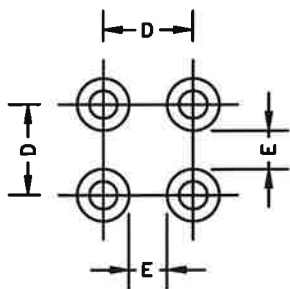


TYPICAL HANDICAP/CURB RAMP
(AREAS WITH GRASS STRIP)

NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED.
DOME SURFACE AREA COLORATION TO BE FEDERAL COLOR # 20109

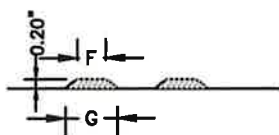


**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/GRASS STRIP
ISOMETRIC VIEW**

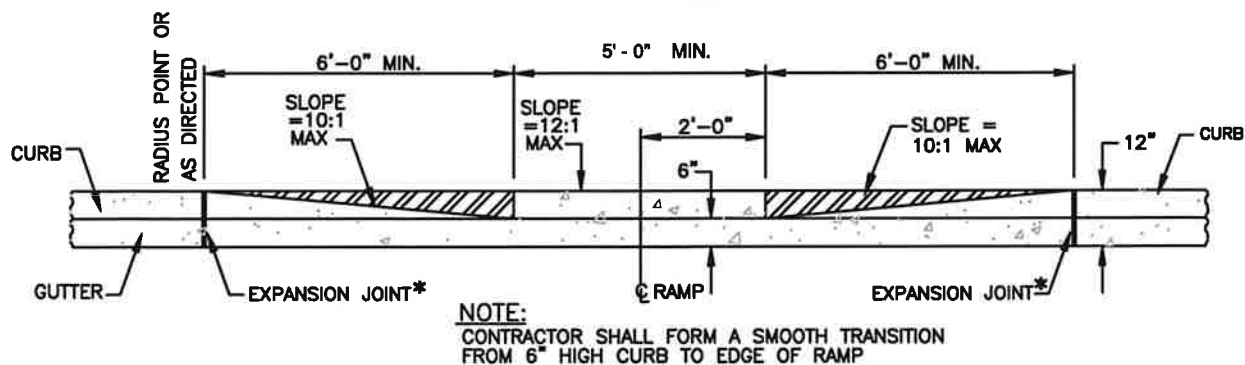
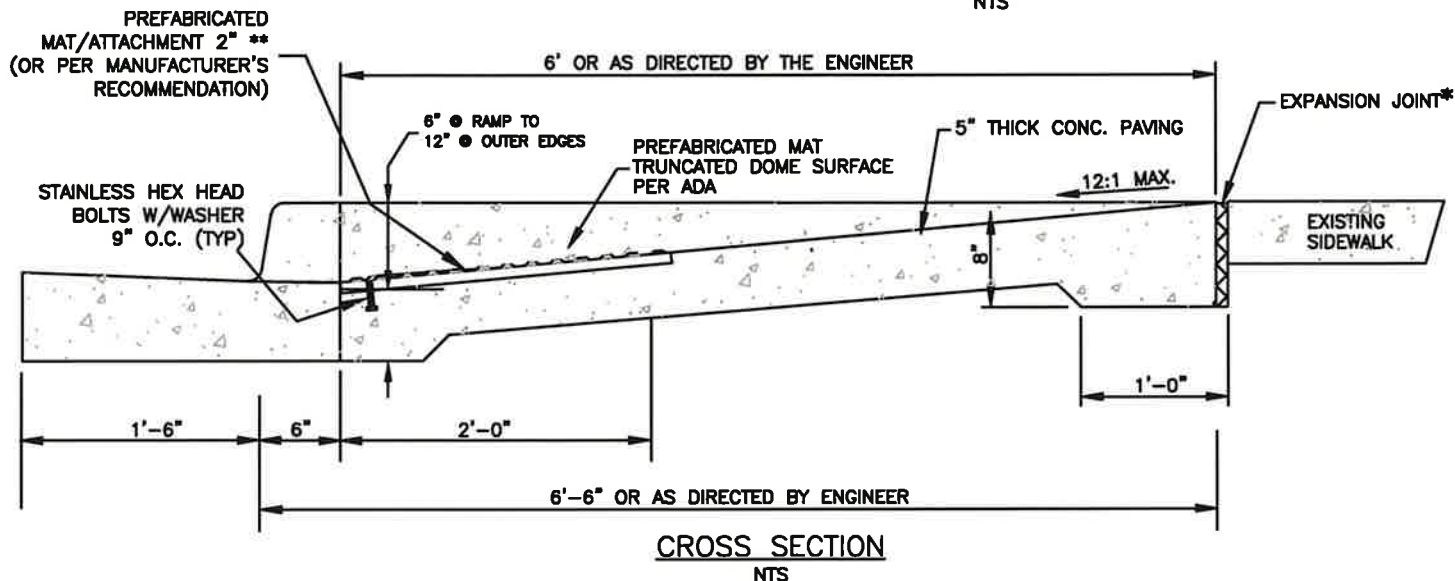
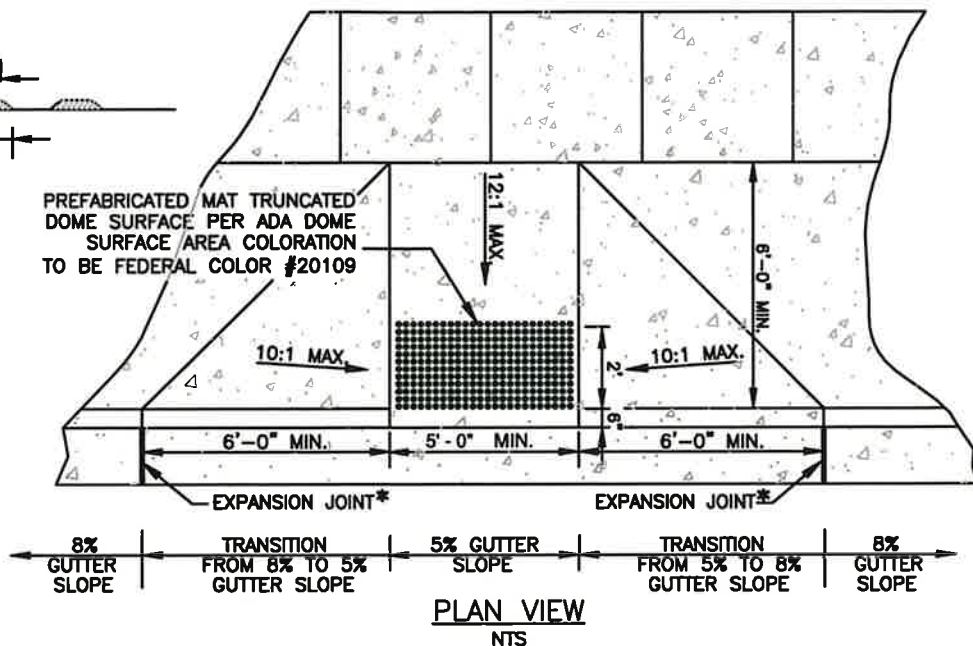


	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

TRUNCATED DOME SURFACE DETAIL



PREFABRICATED MAT TRUNCATED
DOME SURFACE PER ADA DOME
SURFACE AREA COLORATION
TO BE FEDERAL COLOR #20109



NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION
FROM 6" HIGH CURB TO EDGE OF RAMP

* EXPANSION JOINT
MATERIAL TO MEET
ALDOT SPECIFICATIONS
832.01 & 832.02

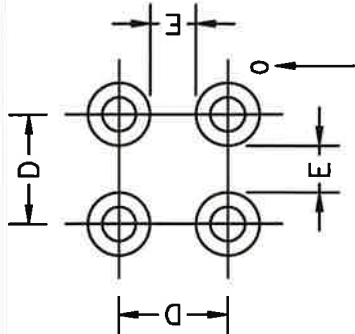
** PREFABRICATED MATS SHALL BE WET SET IN
NEW RAMPS. MATS MAY BE ATTACHED WITH
BOLTS ON EXISTING MATS.



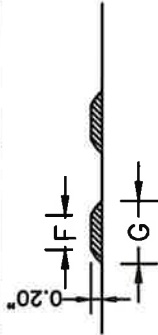
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP**

STANDARD DRAWING 9 SHEET 1 OF 2 06-15-2021

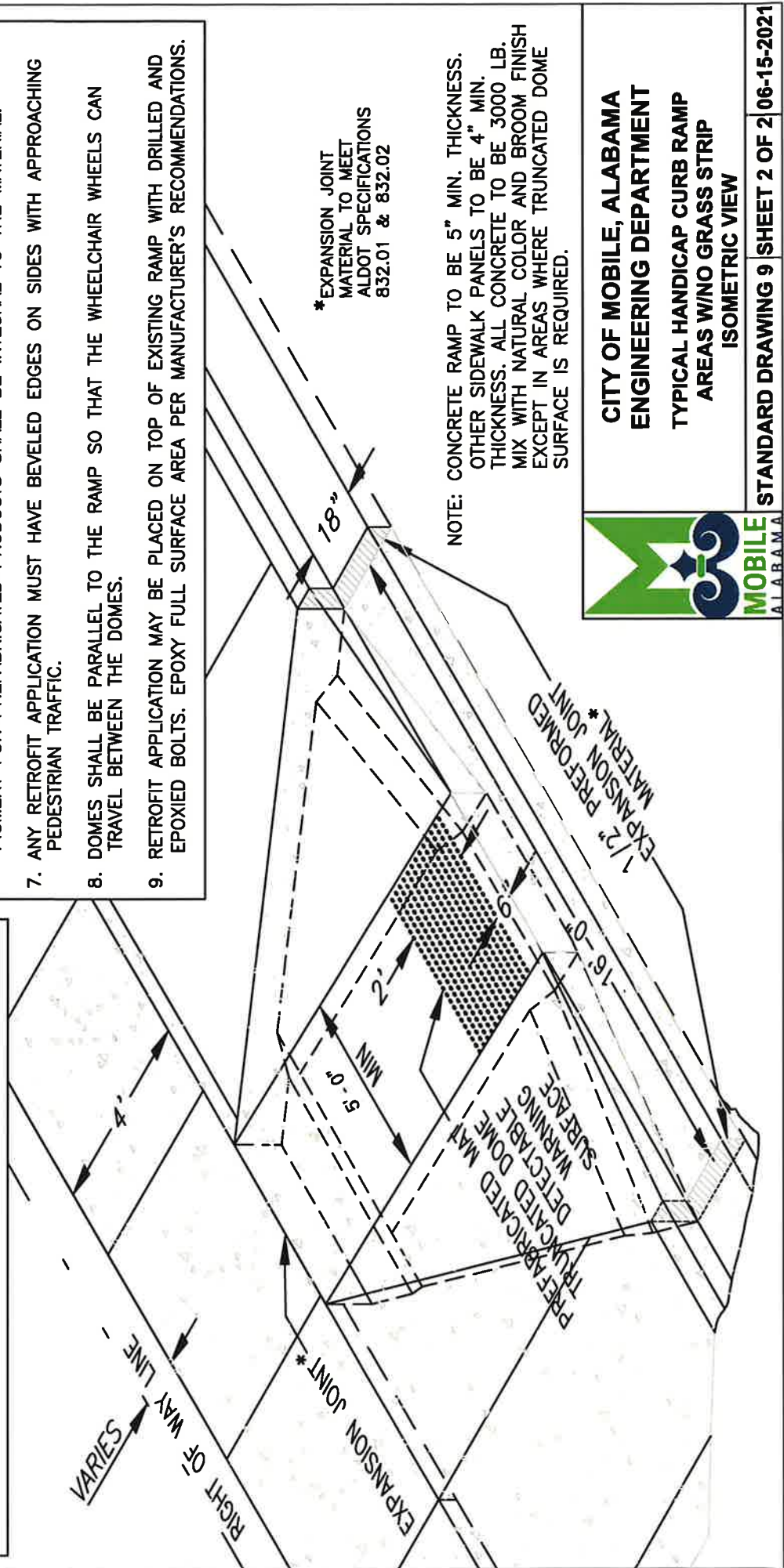


	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"



TRUNCATED DOME DETECTABLE WARNING DETAIL

1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.
3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.
4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.
6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2' WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2' MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.
8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.
9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXYED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.

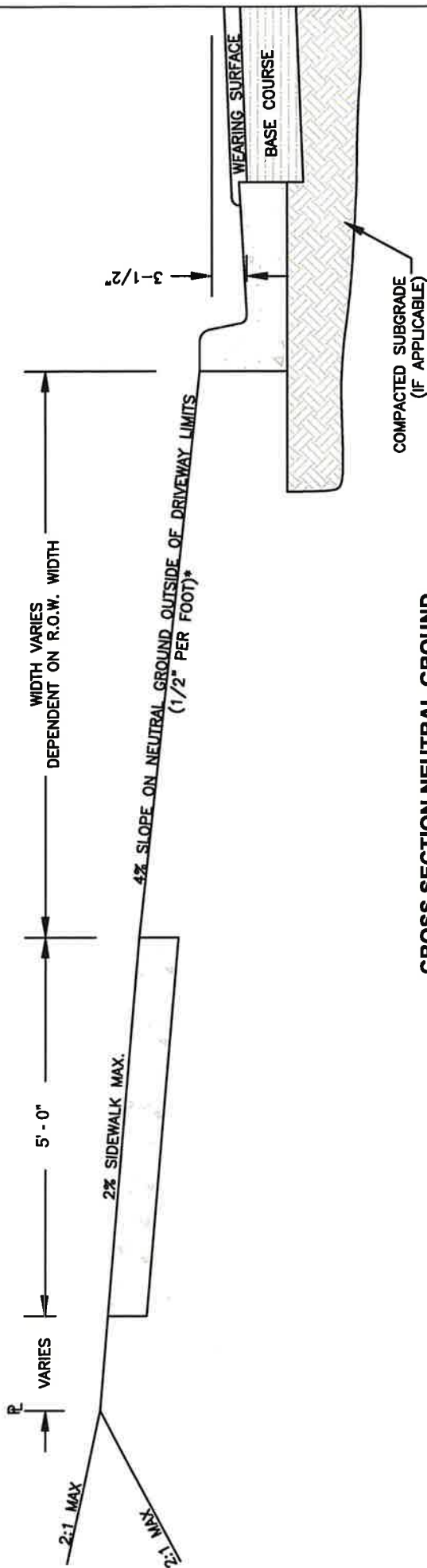


*EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

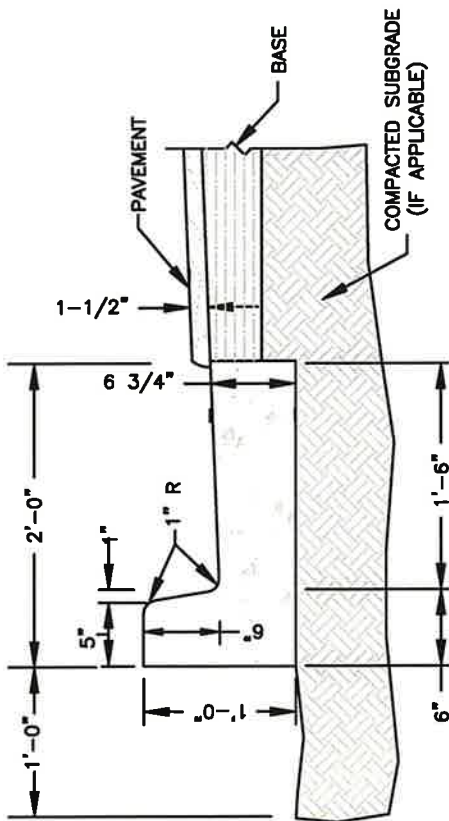
NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
 TYPICAL HANDICAP CURB RAMP
 AREAS W/O GRASS STRIP
 ISOMETRIC VIEW



CROSS SECTION NEUTRAL GROUND
NOT TO SCALE



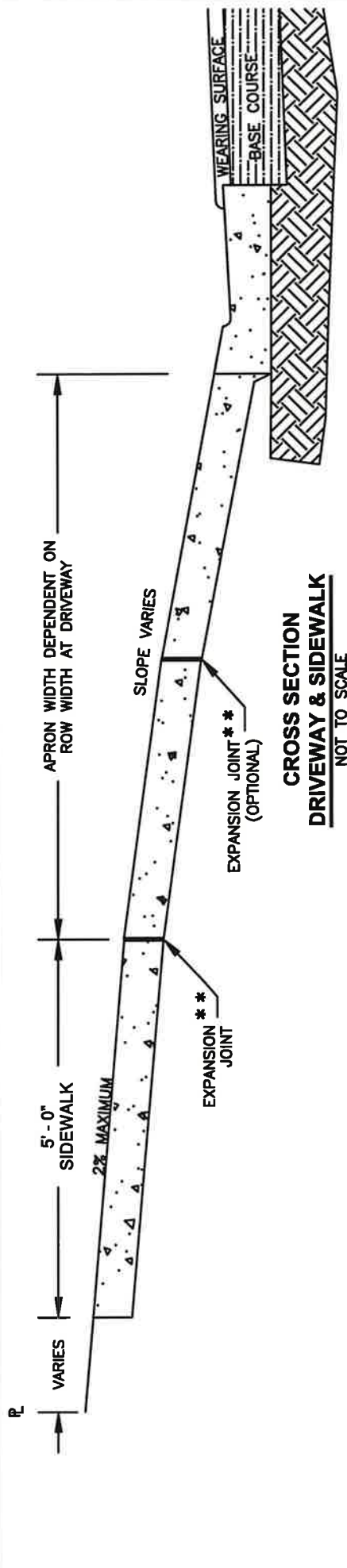
CURB & GUTTER DETAIL
NOT TO SCALE

NOTES:
SIDEWALK PANELS THAT ABOUT THE DRIVEWAY TO BE 5" MINIMUM THICKNESS.
OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.
ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.
* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

NEUTRAL GROUND, C & G,
SIDEWALK DETAILS FOR
ASPHALT ROADWAY W/ C & G



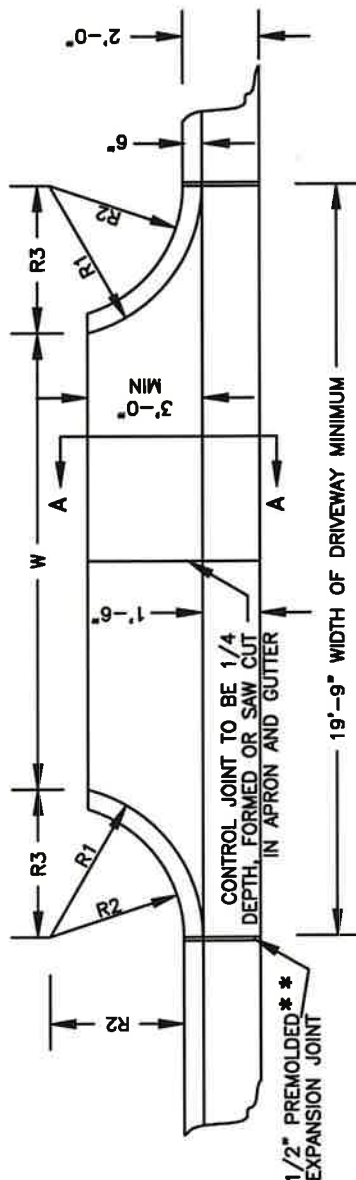
**CROSS SECTION
DRIVEWAY & SIDEWALK**

NOT TO SCALE

	MINIMUM *	TYPE
R1	20'	COMMERCIAL
R2	19.5'	COMMERCIAL
R3	20'	COMMERCIAL
R1	4'	RESIDENTIAL
R2	3.5'	RESIDENTIAL
R3	3'-10.5"	RESIDENTIAL
W	24'	COMMERCIAL
W	12'	RESIDENTIAL

* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

**** EXPANSION JOINT
MATERIAL TO MEET
ALDOT SPECIFICATIONS
832.01 & 832.02**



PLAN VIEW
CONCRETE DRIVEWAY APRON

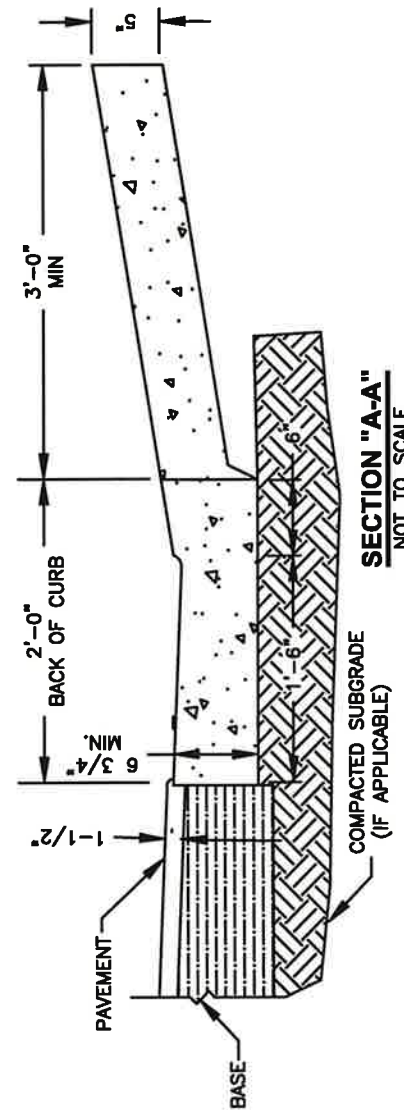
NOT TO SCALE

**NOTE:
CONCRETE APRON AND DRIVEWAY TO BE 5" MINIMUM
THICKNESS.**

SIDEWALK PANELS THAT ABOUT THE DRIVEWAY TO BE 5" MINIMUM THICKNESS.

OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.



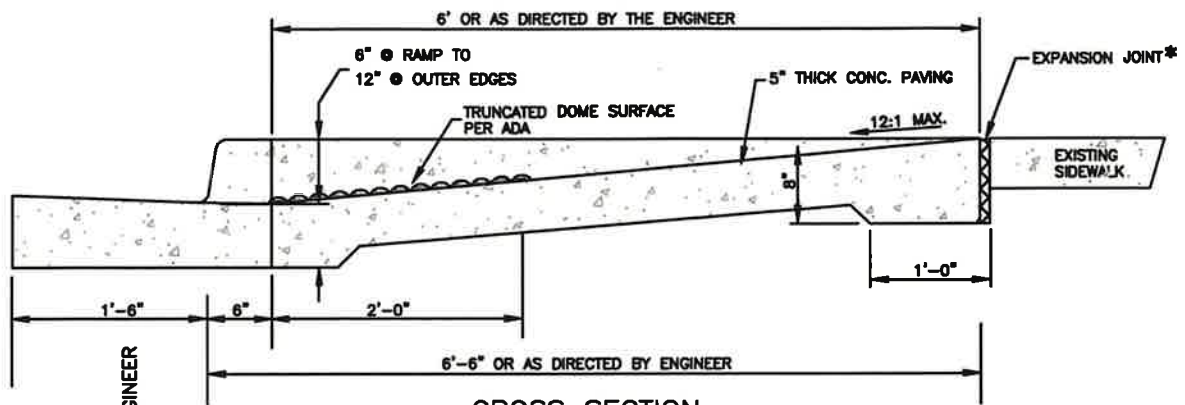
SECTION "A-A"
NOT TO SCALE

NOT TO SCALE



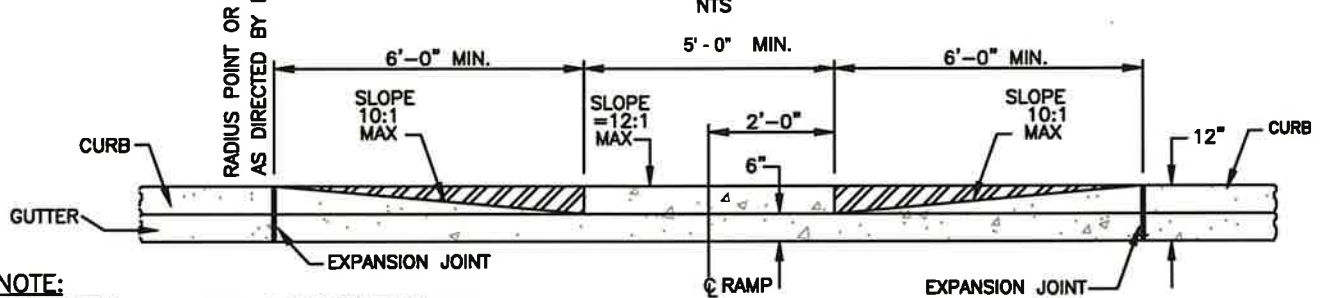
**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE DRIVEWAY & SIDEWALK
DETAILS FOR ASPHALT ROADWAY
W/CURB & GUTTER**

STANDARD DRAWING 3 SHEET 1 OF 2 06-15-2021



CROSS SECTION

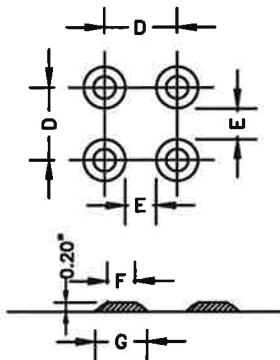
NTS



CURB LEVEL VIEW

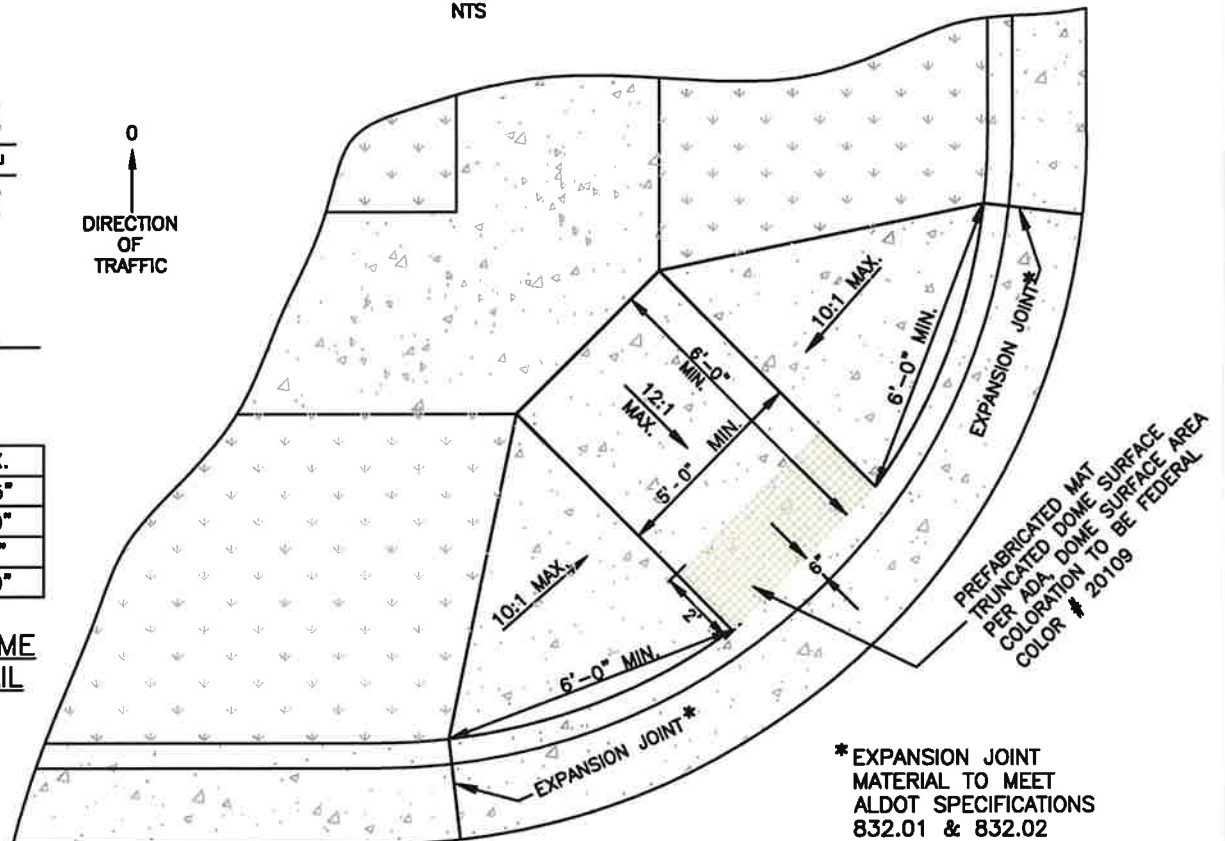
NTS

NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION FROM 6" HIGH CURB TO EDGE OF RAMP



	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

TRUNCATED DOME SURFACE DETAIL



* EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

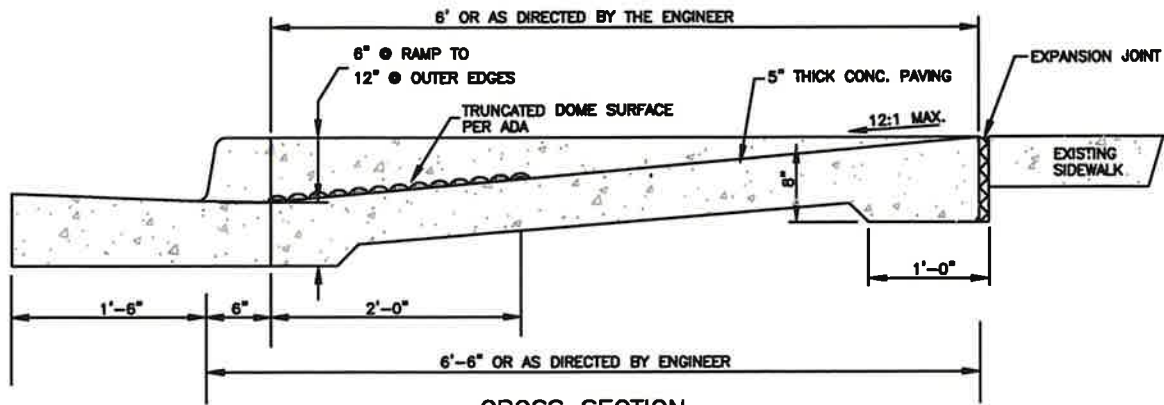
PLAN VIEW
NTS



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

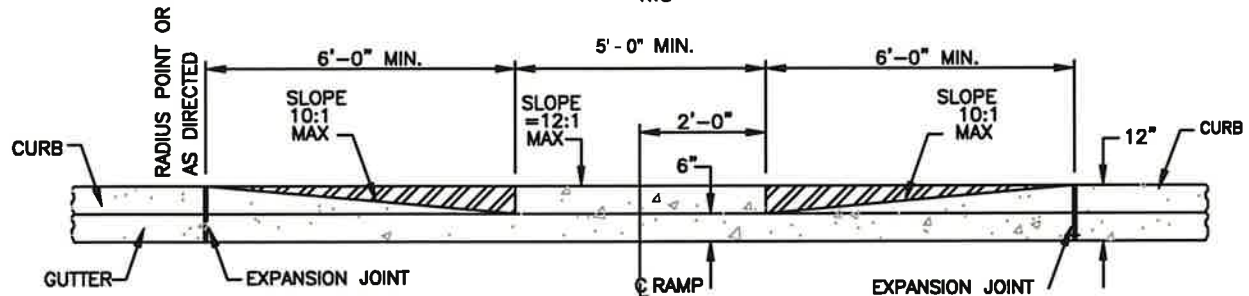
**TYPICAL HANDICAP CURB RAMP
OBLIQUE RAMP AT INTERSECTION
W/ GRASSED AREA**

STANDARD DRAWING 8 SHEET 1 OF 2 06-15-2021



CROSS SECTION

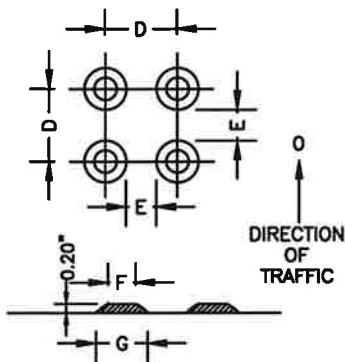
NTS



CURB LEVEL VIEW

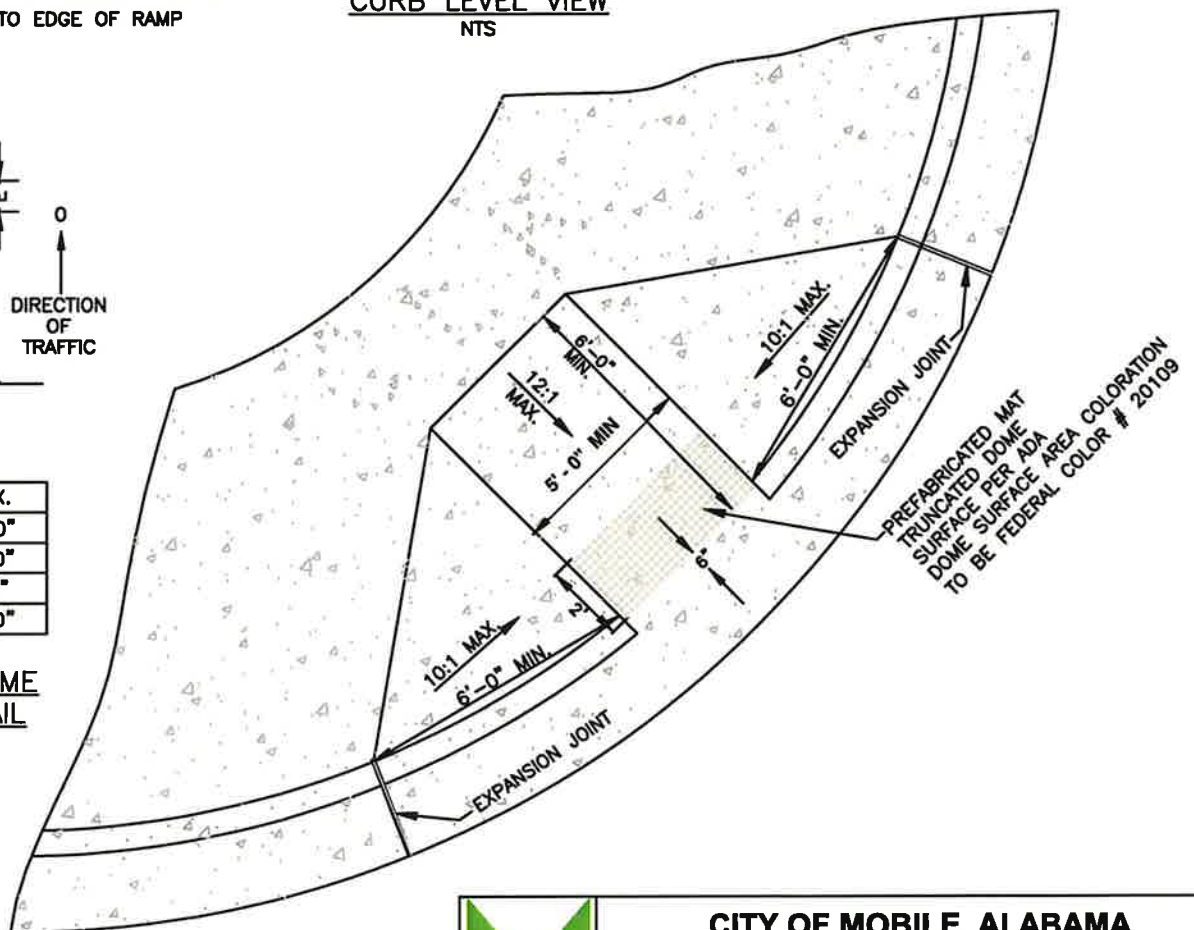
NTS

NOTE:
CONTRACTOR SHALL FORM A SMOOTH TRANSITION
FROM 6" HIGH CURB TO EDGE OF RAMP



	MIN.	MAX.
D	1.60"	2.40"
E	.65"	1.50"
F	.45"	.80"
G	.90"	1.40"

**TRUNCATED DOME
SURFACE DETAIL**



PLAN VIEW

NTS

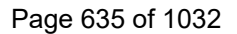


**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

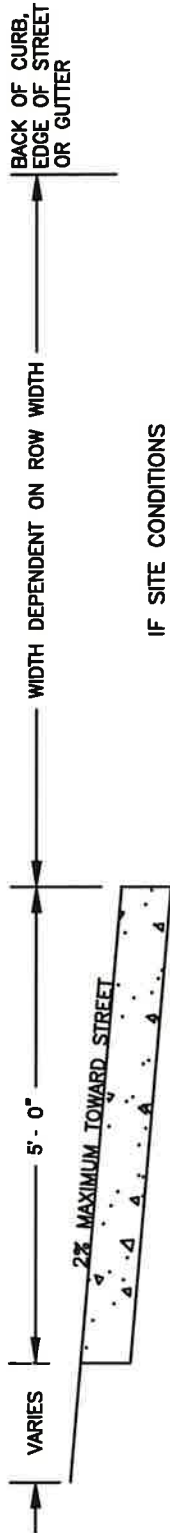
**TYPICAL HANDICAP CURB RAMP
OBLIQUE RAMP AT INTERSECTION
W/NO GRASSED AREA**

STANDARD DRAWING 8 SHEET 2 OF 2 06-15-2021

DETECTABLE WARNING DETAILS



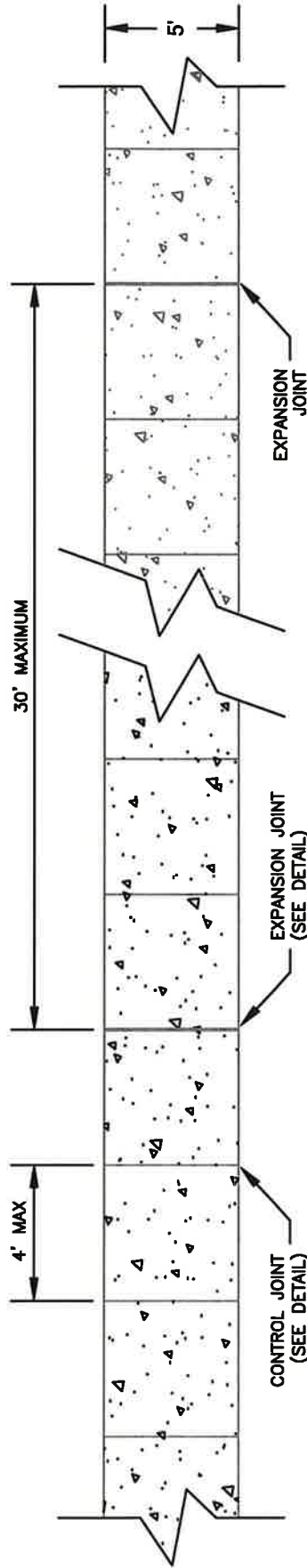
R /R.O.W.



IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

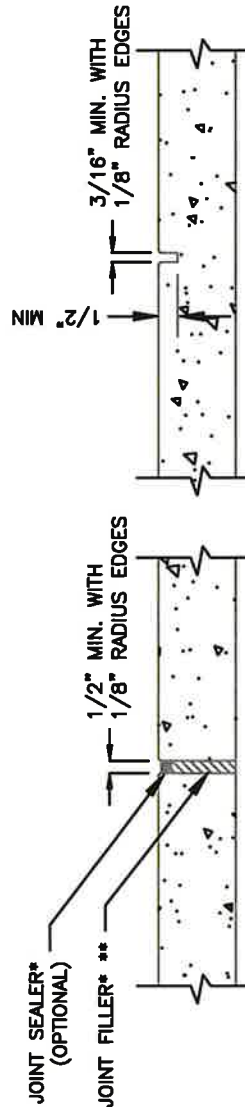
SIDEWALK CROSS SECTION

NOT TO SCALE



STANDARD SIDEWALK PLAN DETAIL

NOT TO SCALE



EXPANSION JOINT DETAIL

NOT TO SCALE

CONTROL JOINT DETAIL

NOT TO SCALE

NOTES:

SIDEWALK PANELS TO BE 4" MINIMUM THICKNESS.

SIDEWALK PANELS THAT ABOUT A DRIVEWAY OR WILL OTHERWISE BE SUBJECTED TO VEHICULAR TRAFFIC TO BE 5" MINIMUM THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.

EDGE OF SIDEWALK SHALL HAVE 1/2" RADIUS.

** JOINT FILLER TO BE CUT FLUSH WITH SIDEWALK SURFACE WHEN NO JOINT SEALER IS USED

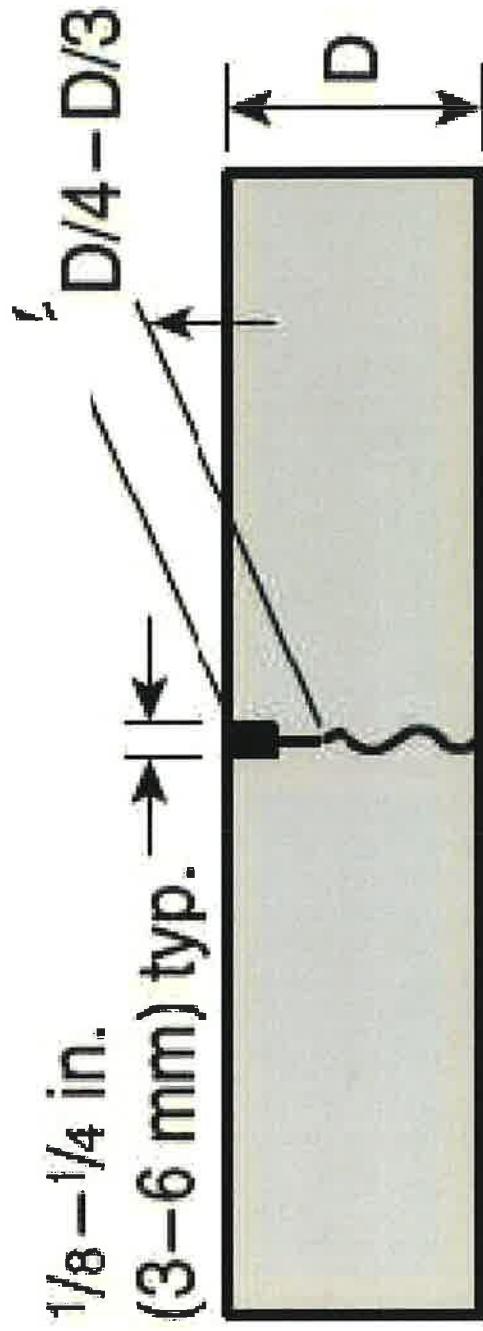
*EXPANSION JOINT MATERIALS TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE SIDEWALK
DETAILS

ALL SLOPE PAVEMENT LONGER THAN 12'
PROVIDE TRANSVERSE CONTRACTION
JOINTS AT 12' MAX INTERVALS

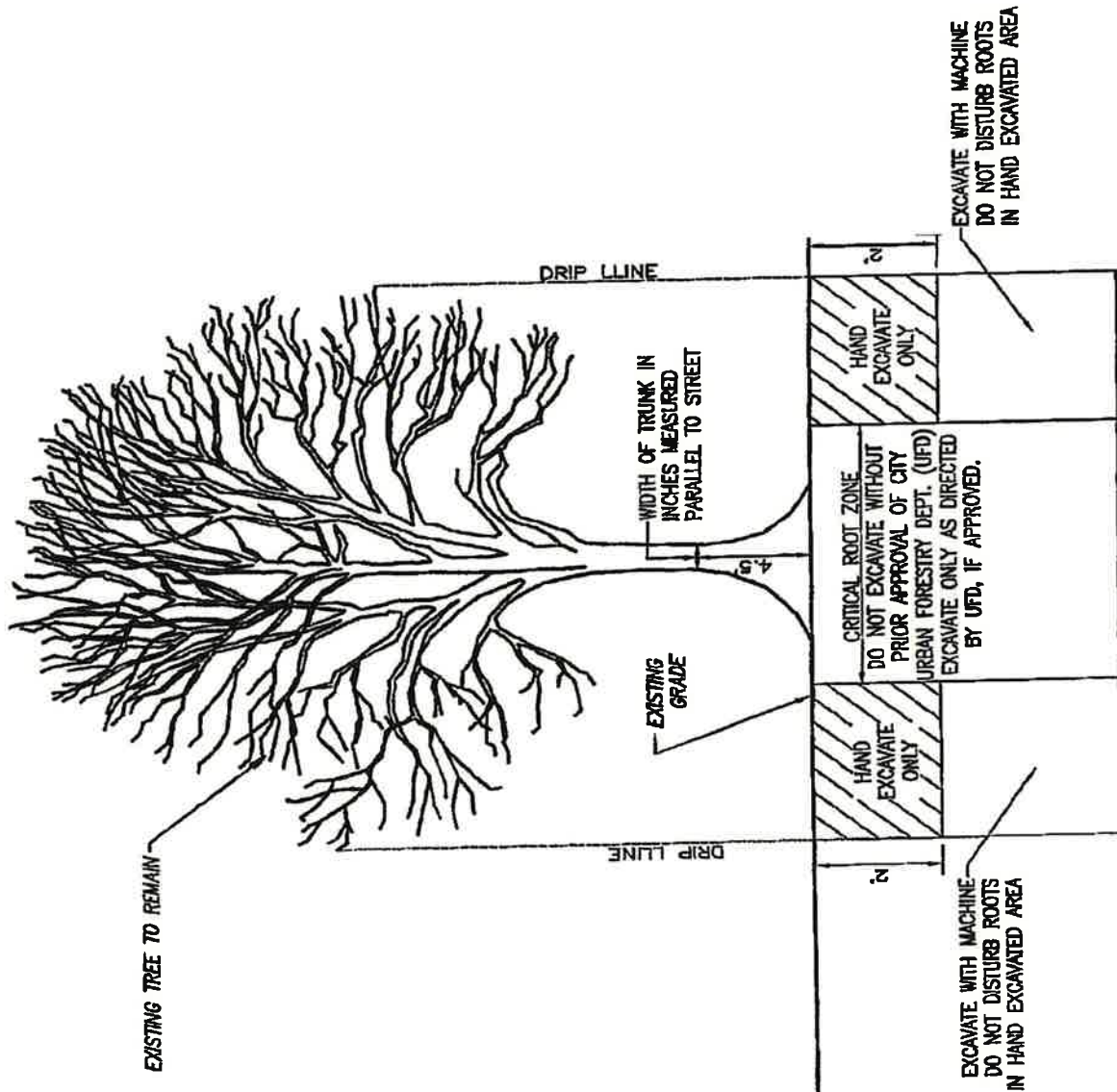
CONTRACTION JOINTS



Type D (trans.) – Undoweled

URBAN FORESTRY STANDARD NOTES:

1. REMOVAL OF TREES FROM THE CITY ROW REQUIRES A PERMIT AND APPROVAL FROM THE CITY OF MOBILE TREE COMMISSION.
2. PRUNING OR REMOVAL OF TREE LIMBS FROM TREES ON THE CITY ROW REQUIRES A PERMIT AND APPROVAL FROM THE CITY OF MOBILE TREE COMMISSION.
3. NO VEHICLES, HEAVY EQUIPMENT, OR CONSTRUCTION MATERIALS SHALL BE STORED OR PARKED NEXT TO OR BENEATH THE TREES ON THE CITY ROW.
4. ALL WORK BEING DONE BEHIND THE CURB AND UNDER THE DRIP LINE OF THE TREE SHALL BE HAND DUG TO A DEPTH OF 24 INCHES BEFORE MECHANICAL EQUIPMENT CAN BE USED.
5. NO TREE ROOTS, PARTICULARLY THOSE 3 INCHES IN DIAMETER OR LARGER, SHALL BE CUT WITHIN THE CRITICAL ROOT ZONE WITHOUT APPROVAL BY THE CITY OF MOBILE ARBORIST AND ALL ROOTS ON THE TREE IN THE PROJECT AREA THAT REQUIRE CUTTING SHALL BE CLEAN CUT WITH A SHARP CUTTING TOOL.
6. TEMPORARY FENCING SHALL BE INSTALLED DURING CONSTRUCTION AROUND ALL TREES THAT ARE SCHEDULED TO REMAIN TO PREVENT DAMAGE TO THE TREE. FENCING SHALL BE PLACED AT THE DRIPLINE OF THE TREE. IF IT IS NOT POSSIBLE TO LOCATE FENCING AT THE DRIPLINE, THEN FENCING SHALL BE LOCATED OUTSIDE OF THE CRITICAL ROOT ZONE (CRZ). THE CRZ IS OBTAINED BY MEASURING THE DIAMETER OF THE TREE IN INCHES AT 4.5 FT ABOVE THE GROUND (DBH). THE MEASUREMENT IS THEN DIVIDED IN HALF AND CHANGED TO FEET (e.g. A TREE WITH A 12 INCH DBH HAS A 6 FT CRZ). THE CRZ EXTENDS IN ALL DIRECTIONS FROM THE BASE OF THE TRUNK. THIS IS TO PROTECT THE TRUNK OF THE TREE AND THE BASE OF THE TREE FROM DAMAGE DURING CONSTRUCTION AS REQUIRED IN CHAPTER 65 ARTICLE VIII OF THE CITY CODE. PLEASE CALL PETER TOLER AT 251-208-1522 WITH ANY QUESTIONS REGARDING THE CRITICAL ROOT ZONE.
7. THE CONTRACTOR SHALL NOTIFY THE URBAN FORESTER 48 HOURS IN ADVANCE PRIOR TO THE REMOVAL OF SIDEWALK, ASPHALT, OR ANY MATERIAL WITHIN THE CRZ OF A TREE. URBAN FORESTER CONTACT INFORMATION: PETER TOLER (251)288-7926.
8. THE CONTRACTOR WILL CAREFULLY REMOVE ALL CONCRETE OR STRUCTURAL MATERIALS THAT ARE AFFECTED BY THE TREE ROOT SYSTEM IN A MANNER THAT EXPOSES THE COMPLETE EXISTING ROOT SYSTEM. THE CONTRACTOR WILL MAKE ALL EFFORTS TO NOT DAMAGE ANY TREE ROOT SYSTEM. IF ANY ROOT IS FOUND TO BE OVER 3" IN DIAMETER THE CONTRACTOR WILL CONTACT PUBLIC SERVICES TO REVIEW THE ROOT SYSTEM. THE CONTRACTOR WILL WORK IN A SURROUNDING AREA UNTIL THE URBAN FORESTER HAS APPROVED CONSTRUCTION ENHANCEMENTS. NO ROOTS SHALL BE REMOVED OVER 3" IN DIAMETER WITHOUT THE PERMISSION OF THE URBAN FORESTER.



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**TREE ROOT PROTECTION DETAIL
(NTS)**

STANDARD DRAWING

SHEET 1 OF 3

11-15-2022

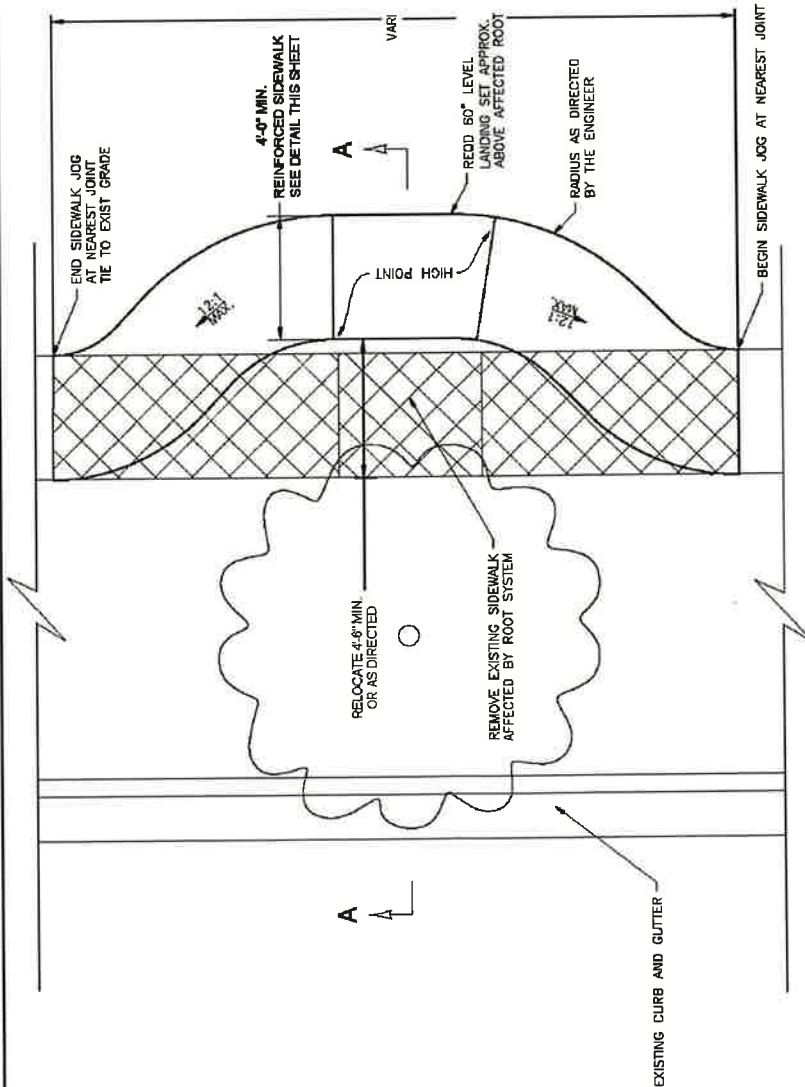
TREE CONSTRUCTION NOTES:

1. THE CONTRACTOR IS REQUIRED TO USE 6" REINFORCED CONCRETE FOR ALL NEW SIDEWALK PLACED AROUND THE ROOT SYSTEM OF TREES.
2. THE OPTIONS SHOWN ON THIS SHEET AND ON OTHER DETAIL SHEETS ARE CONCEPTUAL IN NATURE. THE CONTRACTOR SHALL ADJUST THE OPTIONS AS NECESSARY TO MEET SPECIFIC SITE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE A 60" LEVEL LANDING SPOT AS INDICATED IN THE DETAILS. ALL SLOPES AND DIMENSIONS SHALL MEET ADA REQUIREMENTS. FINAL CONSTRUCTION LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO POURING CONCRETE.

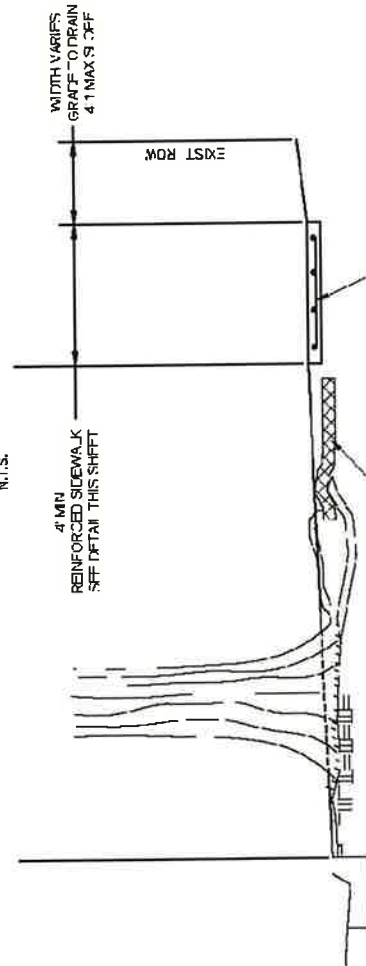
HATCH LEGEND



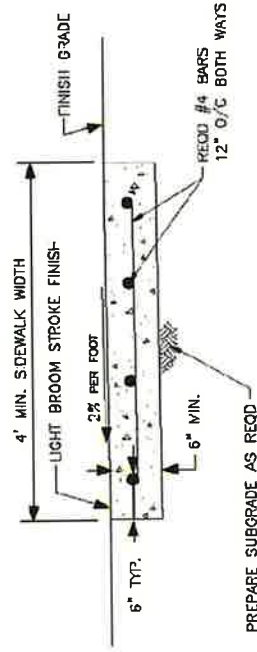
SIDEWALK REMOVAL



PLAN VIEW N.T.S.



SECTION A-A N.T.S.



6" REINFORCED SIDEWALK SECTION DETAIL 1 N.T.S.



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**TREE ROOT/SIDEWALK PROTECTION
DETAIL (MOVE AWAY FROM ROOTS)**

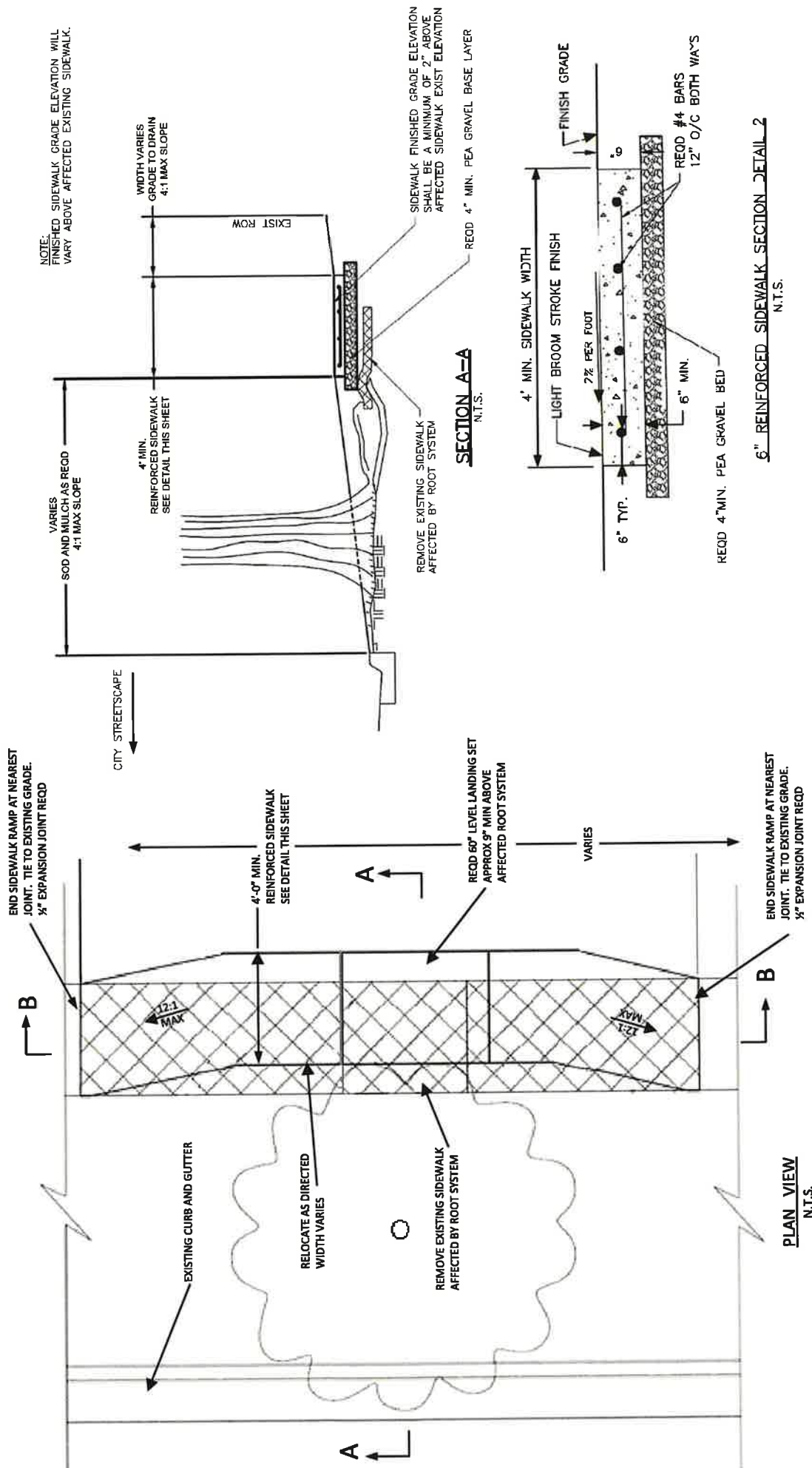
STANDARD DRAWING SHEET 2 OF 3 11-15-2022



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**TREE ROOT/SIDEWALK PROTECTION
DETAIL (SIDEWALK ABOVE ROOTS)**

STANDARD DRAWING SHEET 3 OF 3 11-15-2022



TREE CONSTRUCTION NOTES:

1. THE CONTRACTOR IS REQUIRED TO USE 6" REINFORCED CONCRETE FOR ALL NEW SIDEWALK PLACED AROUND THE ROOT SYSTEM OF TREES.
2. THE OPTIONS SHOWN ON THIS SHEET AND ON OTHER DETAIL SHEETS ARE CONCEPTUAL IN NATURE. THE CONTRACTOR SHALL ADJUST THE OPTIONS AS NECESSARY TO MEET SPECIFIC SITE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE A 60" LEVEL LANDING SPOT AS INDICATED IN THE DETAILS. ALL SLOPES AND DIMENSIONS SHALL MEET ADA REQUIREMENTS. FINAL CONSTRUCTION LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO POURING CONCRETE.

Sidewalk Clearing, Edging & Dressing (Pay Item 201-D).

Sidewalk Clearing, Edging & Dressing shall be performed on all sidewalks that are adjacent to streets that are being resurfaced in the Dog River area as shown on Sheet C03-01 of this project. This work shall consist of

1. **Required Clearing.**

The work of clearing shall consist of removing from designated sidewalks all vegetation and debris. Clearing shall also include removal of any soil that has accumulated on the sidewalk and removal shall include broom cleaning or pressure washing where required to remove all accumulations.

2. **Required Edging & Dressing**

The work of edging & dressing the designated sidewalks shall consist of edging and dressing all accessible sidewalk edges with a powered edging machine (rotating steel blade or string cutter) to provide a soil indentation/narrow trench beside the slab down to at least the third-point-depth of the sidewalk slab. Any and all encroaching vegetation shall be severed and clippings removed from the work site.

Basis of Payment (Item 201-C)

For Item 201-C, Sidewalk Clearing, Edging & and Dressing will be paid for as a Lump Sum which shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete and maintain the work until acceptance of the project.

Bonds Unlimited, Inc.

SPECIALIZING IN CONSTRUCTION BONDING

430 INDUSTRIAL LANE, UNIT 5
BIRMINGHAM, AL 35211

P 205-807-1623

DAVID.HUTTO@BONDSUNLIMITED.COM



June 18, 2024

City of Mobile
PO box 1827
Mobile, AL 36633

Re: HCL Contracting, LLC
Project # 2024 CIP Resurfacing, 2024-3005-02
Bond # 0817652

To Whom it May Concern:

As a representative of the Harco National Insurance Company, I give the City of Mobile the authority to date the captioned bonds and the power-of-attorney the same date as that of the contract.

Please forward a copy of the dated bonds for my file.

Thanks in advance.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. David Hutto, Jr.'.

J. David Hutto, Jr.
Attorney-In-Fact for Harco National Insurance Company



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5029

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing, City Council District 4,

COM Project# 2024-3005-02

PROJECT #: RSF24 D4 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: \$50,000.00

VENDOR NAME: Engineering Consulting Services Southeast, LLC

VENDOR NUMBER: 299142

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 7/24/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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: Engineering Consulting Services Southeast, LLC

Project Name: 2024 CIP Resurfacing, City Council District 4
COM Project# 2024-3005-02

Estimated Cost: \$50,000.00

Adopted:

City Clerk



**2024 CIP RESURFACING, CITY
COUNCIL DISTRICT 4
GEOTECHNICAL CONTRACT**

PROJECT No. 2024-3005-02

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2024, 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 **Engineering Consulting Services Southeast, LLC**, 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, (**CERM, 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 – 2024 CIP RESURFACING,

CITY COUNCIL DISTRICT 4

PROJECT No. – 2024-3005-02

- (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 (CERM, 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. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(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 analyses 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 **\$45,000.00 (Forty-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 **\$45,000.00 (Forty-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 **\$5,000.00 (Five 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 \$1,000,000 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) 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.

36. E-BUILDER:

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

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: _____

William S. Stimpson

Mayor

ATTEST:

By: _____

Its City Clerk

Print: _____

Engineering Consulting Services Southeast, LLC

By: 

Print: David Marsh

Its: Branch Manager VP
ECS

Address: 133 W. Oxmoor Ste 205

Birmingham, AL
35209

Telephone: 205-588-5099

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that David Marsh, whose name is signed to the foregoing instrument in the capacity of Branch Manager of Engineering Consulting Services Southeast, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of June, 2024.

Louder M. Anderson

NOTARY PUBLIC My Commission Expires: 1-4-2025

Louder M. Anderson
Notary Public, Alabama State At Large
My Commission Expires Jan 4, 2025

EXHIBIT 'A'

This contract 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:

2024 CIP RESURFACING – CITY COUNCIL DISTRICT 4

PROJECT No. – 2023-3005-02

Construction Phase Services – Not to Exceed Amount - \$45,000.00

Additional Services – Not to Exceed Amount - \$5,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

\$ 50,000.00

FUNDING SOURCE:

2024 CIP

EXHIBIT 'B':
FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST
PAYMENT, AND SUMMARY OF HOURLY RATES



ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

2024 ECS SOUTHEAST, LLC FEE SCHEDULE

PROFESSIONAL SERVICES

1100 – Principal Engineer, Per Hour	\$ 200.00
1200 – Sr. Engineer, Per Hour	\$ 185.00
1300 – Project Engineer, Per Hour	\$ 95.00
1503 – Project Manager, Per Hour	\$ 95.00
1515 – Staff Engineer, Per Hour	\$ 80.00
1531 – Special Inspector, Per Hour	\$ 75.00
1700 – Senior Technician, Per Hour	\$ 70.00
1800 – Technician, Per Hour	\$ 58.00
1950 – Administrative, Per Hour	\$ 70.00

FIELD SERVICES

Mobilization (Loading of Equipment in Yard,
Crew Transportation, Equipment Transfer)

City of Mobile

\$ 500.00/Mob.

Outside of Mobile (Each Way)

Plus 5.00 per Mile

Standard Penetration Test Borings - ASTM D1586

(Sampling Continuous for upper 10 feet, intervals of 5 feet after- Splitspoon Sampler)

<u>Depth (Ft.)</u>	<u>Footage Rate</u>
0 - 51	\$ 18.00/Ft.
51 - 100	\$ 22.50/Ft.
101 - 125	\$ 28.00/Ft.
Over 125 Feet	Special Quote

Additional Splitspoon Sampling

\$ 35.00/Ea.

Undisturbed Thin Walled Shelby Tubes (3" OD) .

\$ 65.00/ per Attempt

Difficult Moving/Standby/Setup/Clearing

\$ 325.00/per Hour

SOILS LABROATORY TESTING

4800 – Standard Proctor, classification included (ASTM D698), Each	\$ 550.00
4803 – Modified Proctor, classification included (ASTM D1557), Each	\$ 615.00
4480 – Particle Size Analysis + Hydrometer, (ASTM D422), Each	\$ 200.00
4875 – Particle Size Analysis (soils), (ASTM D422), Each	\$ 125.00
6092 – Minus #200 Wash, (ASTM D1140), Each	\$ 65.00
4300 – Atterberg Limits (ASTM D4318), Each	\$ 125.00
4100 – Natural Moisture Content (ASTM D2216), Each	\$ 26.00

724 LAKESIDE DRIVE, MOBILE, AL 36693 • T: 251-301-5220

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."

FIELD TESTING AND OTHER INSPECTION SERVICES

3200 – Subcontract Work, Specialty Services	cost+15%
3350 – Trip Fee, per trip	\$ 50.00
5000 – Nuclear Density Gauge, Each Trip	\$ 55.00
5085 – Extraction/Gradation of Asphaltic Concrete, Each	\$ 333.00
5087 – Bulk Specific Gravity / Density of Asphalt Cores, Each	\$ 80.00
5092 – Asphalt Thickness Measurements, Each	\$ 20.00
5125 – Asphalt Maximum Specific Gravity (RICE), Each	\$ 265.00
6000 – Concrete Test Cylinder, Each	\$ 30.00
6010 – Grout Test Prism, Each	\$ 35.00
9049 – Asphalt Core & Patch, Each	\$147.00

The services described above would be rendered from **our full-service office and laboratory in Mobile, Alabama**. Unit rates are based on a 9-hour workday, Monday through Friday, between normal business hours of 6:00 a.m. to 6:00 p.m. Overtime will be charged and invoiced at 1.5 times the hourly rate indicated above for weeks that total more than 50-hours as well as work performed on weekends (Sat./Sun.) and holidays.

Please note that we do not charge a minimum trip time for our services. You will be billed for the actual travel time and time on site, as applicable.



EXHIBIT 'C': INSURANCE & CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
14026 Thunderbolt Pl
Chantilly VA 20151

CONTACT NAME:
PHONE (A/C, No, Ext): 703-988-0900
FAX (A/C, No): 703-988-9498
E-MAIL ADDRESS: Joelle_Cutro@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Federal Insurance Company	20281
INSURER C : Bankers Standard Insurance Company	18279
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ECS Southeast, LLC
14030 Thunderbolt Place
Suite 500
Chantilly VA 20151

COVERAGES

CERTIFICATE NUMBER: 2043214

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ X C U Incl GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ENP 0219991	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	EBA 0559255	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	79891344	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	71764167	12/1/2023	12/1/2024	☒ PER STATUTE ☐ OTHER 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)

Project Number: 2024-3005-02, 2024 CIP Resurfacing, City Council District 4

City of Mobile is included as Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability coverage where required by written contract. A waiver of subrogation is granted in favor of the above-listed parties on all policies where required by written contract. 30 days prior written notice of cancellation (10 days' notice for non-payment of premium). Umbrella follows form.

CERTIFICATE HOLDER

City of Mobile
Mobile Government Plaza
205 Government St
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared David Marsh (affiant) who, being duly sworn says as follows:

Vice President of ECS Southeast, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for ECS Southeast, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

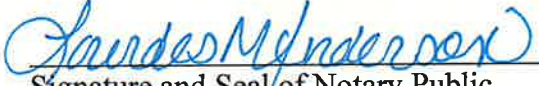
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

I further attest that said ECS Southeast, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1833247


Vice President of ECS Southeast, LLC

Sworn to and subscribed before me this the 21st day of June, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

Lourdes M. Anderson
Notary Public, Alabama State At Large
My Commission Expires Jan 4, 2025



Company ID Number: 571783



Client Company ID Number: 1833247

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Engineering Consulting Services LTD (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
 - a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
 - b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
 - c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
 - d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, 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.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Engineering Consulting Services LTD (Employer) hereby designates and appoint Paylocity Corporation (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Engineering Consulting Services LTD	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/13/2022



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Engineering Consulting Services LTD
Company Facility Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
Company Alternate Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
County or Parish	FAIRFAX
Employer Identification Number	541439291
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	112 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	4
AZ	2
CO	1
DC	2
FL	11
GA	8
HI	1
IA	1
IL	5
KY	1
LA	2
MD	8
MS	1
NC	12
NJ	1
OH	4
OK	2
PA	8
SC	4
TN	5
TX	7
VA	18
WI	3
WV	1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lorie Debo
Phone Number 5712996029
Fax
Email ldebo@ecslimited.com

Name David Gold
Phone Number 5712996056
Fax
Email dgold@ecslimited.com



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This list represents the first 20 Program Administrators listed for this company.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-02 Current Date 6 / 28 / 24

Project Description 2024 CIP Resurfacing Council District 4

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized and small enough not to warrant the use of sub-consultants.

Nick Amberger

Requested By (Department Director)

(Signature)

City Engineer

(Title)

5/8/2024

(Date)

251-208-7426

Telephone Number

nick.amberger@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

(Title)

7/16/2024

(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Karen Poth

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract with Fresh Fruit Hospitality, LLC, to provide cafe management services for the National Maritime Museum of the Gulf of Mexico. Exclusive franchise - contractor pays \$1,200/per month license fee to City.

Amount of Contract:

Revenue \$1,200/month

Funding Source

ATTACHMENTS:

1. 2024 Agenda Package Maritime Fresh Fruit

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 June 2024
Date

Item No. _____

Submitted by: National Maritime Museum of GOM
Department

Karen Poth
Department Head

Sponsored by: Mayor William S. Stimpson
Name

Title

Reviewed by: Joseph Snowden
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Concession Services - National Maritime Museum of the Gulf of Mexico

PURPOSE & SCOPE OF PROJECT:

3 year contract with Fresh Fruit Hospitality, LLC, to provide cafe management services for the
National Maritime Museum of the Gulf of Mexico. Exclusive franchise - contractor pays \$1,200/per
month license fee to City.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Revenue \$1,200/month

FUNDING SOURCE:

Budget Item: Rev.to 1000.4020.34230

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): n/a

If not bid, state reason: Professional Service - Request for Proposals issued.

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

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Fresh Fruit Hospitality, LLC, for three years, to provide café management services for the National Maritime Museum of the Gulf of Mexico, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**City of Mobile
Café Management Services
National Maritime Museum of the Gulf of Mexico**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, (“effective date”) by and between the City of Mobile (“City”), a political subdivision of the State of Alabama “City”, represented by its Mayor, and Fresh Fruit Hospitality, LLC (“Contractor”).

WITNESSETH:

WHEREAS, City has previously determined that it has a need for Café Management Services for the National Maritime Museum of the Gulf of Mexico (NMMOG) Café; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP Number 5879 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the RFP, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Scope of Services. The Contractor hereby agrees to provide the City with professional Café Management Services supporting the customer experience at the NMMOG, using specified kitchen and serving facilities provided by the City in the NMMOG, as requested and more specifically outlined in the RFP, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement. The period of time from the beginning of the contract to its conclusion shall be called the “Term.” This Agreement shall begin on the effective date and continue for three years. The Contractor agrees to begin serving patrons in accordance with the requirements of this Agreement within thirty (30) days. Services shall continue for a period of three years, as set out herein above unless canceled or terminated as provided herein below.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In

the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.

6. Cancellation. Each Party reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.

7. Compensation. The contractor shall pay the City monthly license fee in the amount of \$1,200, due and payable in full to the City of Mobile on the first business day of each calendar month beginning 60 days after the execution of this agreement. The City is responsible for the cost of daily janitorial services for all restrooms and shared spaces. The Contractor shall be responsible for cleaning and/or janitorial service required for the kitchen and dining areas of the café' as well as the removal of garbage.

8. Insurance Requirements. The contractor shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it, NMMOG Café, and the City of Mobile (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name NMMOG Café, and the City of Mobile as an additional insured and* shall attach to this contract as proof thereof a certificate of insurance. On or before the inception of this agreement, and annually thereafter for the duration of this agreement (or longer if stated otherwise), the Contractor shall maintain the following insurance policies on a primary and non-contributing basis. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation

Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations

Public Liability, including premises, products and complete operations

1. Bodily Injury Liability
 - a. \$500,000 each person
 - b. \$1,000,000 each occurrence
2. Property Damage Liability
 - a. \$1,000,000 each occurrence or
 - b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - \$2,000,000 single limit

C. Automobile Liability – Comprehensive, including owned, non-owned, and hired vehicles. *(If Service Provider does not own an automobile, but one is used in the execution of the agreement, then only "hired and non-owned coverage" is required.)*

1. Bodily Injury Liability
 - c. \$250,000 each person
 - d. \$500,000 each occurrence
 2. Property Damage Liability
 - c. \$100,000 each occurrence
- OR

Combined Bodily Injury and Property Damage -
\$500,000.00

The policy shall provide endorsements or exclusions removed for property damage liability, personal injury liability, contractual liability, product liability, and independent contractor liability.

9. Waiver of Subrogation. The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City of Mobile and such waiver shall be reflected on the Certificate(s) of Insurance. The Contractor does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials for any claims arising from the work related to this project or this Agreement. The contractor further agrees to provide notice of this waiver to its insurer and to secure its insurer's acknowledgment and consent to this waiver.

10. Non-Waiver. Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Contractor's insurance or otherwise contained in this Agreement.

11. Notice. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City and Contractor at:

Karen Poth
Executive Director, National Maritime Museum of the Gulf of Mexico
155 S. Water Street
Mobile, AL 36602

And to Contractor at:
Fresh Fruit Hospitality, LLC.
750 Downtowner Loop West H#143
Mobile AL 36609

12. Permits/Licenses: The contractor must secure and maintain any and all permits and licenses required to complete this contract.

13. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection. Any inspection requested shall be arranged with fourteen (14) days' notice to the Contractor.

14. Indemnification. Contractor its agents, employees, and officers shall indemnify, defend, and hold harmless, City 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 arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

15. Venue/Jurisdiction. The parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be Mobile County, Alabama.

16. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

17. Non-Discrimination. 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.

18. Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this 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.

19. Anti-Boycott. By signing this contract, Contractor agrees and represents it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business within a jurisdiction with which the State of Alabama can enjoy open trade.

20. Documents Comprising Contract. The Contract shall include this Agreement for professional Cafe Management Services, as well as the following documents, which are incorporated herein by reference:

- a. The City of Mobile's Request for Proposals 5879, including all of its addenda and attachments; and
- b. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above-referenced date.

Contractor, Fresh Fruit Hospitality, LLC

Devin M. Blakely

Devin M. Blakely, Owner

Date: 7/10/2024

TaCarla Freeman

TaCarla Freeman, Owner

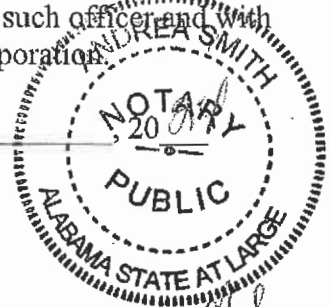
Date: 7/10/2024

ACKNOWLEDGEMENT

The State of Alabama, County of MOBILE

I, Andrea Smith a Notary Public, in and for said County in said State, hereby certify that Devin M. Blakely and TaCarla Freeman whose name as Owner(s) of Fresh Fruit Hospitality, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 07 day of 10



City of Mobile

William S. Stimpson, Mayor

Date 5/13/2026

City Clerk

Exhibit A: Scope of Services.

Exhibit B: Evidence of Insurance.

EXHIBIT A: SCOPE OF SERVICES

A. Contractor Responsibilities:

1. Full operation of the kitchen including ordering of the food, providing janitorial supplies and dish washer chemicals, preparing weekly menus, food preparation, serving meals, clean-up of kitchen, serving area, and dining room tables, and collection of patron meal payments.
2. Hire, train, and pay all personnel necessary to operate the kitchen to provide the best of service, and ensure all engaged in food handling are properly certified and equipped.
3. The Galley should be open between the hours of 10:00 am and 4:00 p.m. Wednesday through Saturday. Galley will offer food and beverage services to Museum visitors, employees and other individuals authorized to be on Museum premises.
4. Authority over café management and operations including menu design shall reside with the Contractor and be subject to review by the executive director of the museum to ensure mutually beneficial branding.
5. . . . Maintain proper hygiene and food safety, keep all spaces used clean, neat and uncluttered, and pass all Health Department Food Safety inspections with a grade not less than 90.
6. Provide all financial record-keeping associated with Cafe operations to include all city, county, state and federal tax preparation and payments.
7. Provide liability insurance in the amount of \$1,000,000 (bodily injury and property damage combined - \$1,000,000/occurrence, and the City will be named as an additional insured.

B. City Responsibilities:

1. Provide kitchen and serving facilities with reasonable access in the NMMOG building for Contractor to perform the food service functions required by this Agreement.
2. Provide and maintain responsibility for all major capital related items, such as facility, utilities (water, gas and electricity), phone service (to exclude long distance phone calls), and keyed or coded 24-hour access to the facility.
3. Prior to the effective date of this Agreement, ensure that all appliances, equipment and fixtures provided for Contractor's use are in good condition and working order.
4. Provide both regularly scheduled maintenance and repairs subject to a Maintenance Contract to be supplied by the Museum. Maintenance requests outside of normal

business hours will be serviced on a case-by-case basis and shall require the Contractor's presence.

5. City will schedule and satisfy all required inspections of the Space including state health inspection prior to occupancy.

6. City shall be responsible for the inspection and maintenance and repair of the facility's electrical systems; ventilation system including Kitchen hoods; fire extinguishers and Ansel system; grease trap and tank.

7. Market availability of Contractor's food service in promotional materials for NMMOG.

EXHIBIT B EVIDENCE OF INSURANCE

**BINDER-RECEIPT**

- ☒ STATE FARM FIRE AND CASUALTY COMPANY
☐ STATE FARM GENERAL INSURANCE COMPANY
☐ STATE FARM FLORIDA INSURANCE COMPANY
☐ STATE FARM LLOYDS

- ☐ Apartment
☐ Rental Dwelling
☐ Condominium Association
☒ Business
☐ Church
☐ Other

Last Name Name FRESH FRUIT HOSPITALITY LLC		Effective Date: 06-06-2024
First Name		Middle Name or Initial
Co-applicant's Name (if applicable)		D/B/A
Mailing address 5040 GOVERNMENT BLVD		City or Town MOBILE
State AL	ZIP Code 36693-5022	County

POLICY/COVERAGE FORM	INSURANCE LIMITS	PROPERTY OR INTERESTS COVERED	LOCATION AND DESCRIPTION OF PROPERTY OR INTERESTS	PREMIUM
FRESH FRUIT HOSPITALITY	5000	business personal prop	5040 government st, mobile,al	271
Liability:				
☒ Business Liability NOTE: The Annual Aggregate and products/completed operations aggregate limits are equal to 2 times the occurrence limit.	Each Occurrence 1000000			147
☐ Personal Liability	Each Occurrence			
☒ Medical Payments	Each Person 5000			10
☐				
☐				

Deductibles: **1000**

Name and Address of Mortgagee/Other Interest:

Total Premium	\$	238.00
Amount Paid	\$	0.00

Named Additional Insured,CITY OF MOBILE,205 GOVERNMENT ST,MOBILE, AL,366440001

Loan Number:

State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

Agent's Code Stamp
Rae Rodgers
311 S Sage Ave Ste A
Mobile,AL,36606-3635
(251)470-5050

AGENT: It is very important that you mail a copy of the Binder and a completed application to this Company on the day issued.



Alabama Secretary of State



Fresh Fruit Hospitality, LLC	
Entity ID Number	001-121-526
Entity Type	Domestic Limited Liability Company
Principal Address	5040 GOVERNMENT BLVD Mobile, AL 36693
Principal Mailing Address	750 DOWNTOWNER LOOP WEST, STE H #143 Mobile, AL 36609
Status	Exists
Place of Formation	Alabama
Formation Date	02/15/2024
Registered Agent Name	Blakely, Devin M
Registered Office Street Address	5040 GOVERNMENT BLVD Mobile, AL 36693
Registered Office Mailing Address	750 DOWNTOWNER LOOP WEST, STE H #143 Mobile, AL 36609
Nature of Business	New Business
Organizers	
Organizer Name	Freeman, TaCarla
Organizer Street Address	750 DOWNTOWNER LOOP WEST, STE H143 Mobile, AL 36609
Organizer Mailing Address	750 DOWNTOWNER LOOP WEST, STE H143 Mobile, AL 36609
Transactions	
Transaction Date	03/18/2024
Agent Mailing Address Changed From	750 DOWNTOWNER LOOP WEST, STE H143 Mobile, AL 36609
Transaction Date	03/18/2024
Legal Name Changed From	Fresh Fruit LLP
Transaction Date	03/18/2024
Miscellaneous Filing Entry	CONVERSION FROM D2P FILED
Transaction Date	03/18/2024

Fresh Fruit Hospitality, LLC	
Principal Mailing Address Changed From	750 Downtowner Loop West, Ste H143 Mobile, AL 36609
Transaction Date	03/18/2024
Principal Office Changed From	750 Downtowner Loop West, Ste H143 Mobile, AL 36609
Transaction Date	03/18/2024
Registered Agent Changed From	Blakely, Devin M 750 Downtowner Loop West, Ste H143 Mobile, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/15/2024 Certificate of Formation 5 pgs.
Document Date / Type / Pages	03/18/2024 Conversion 8 pgs.

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CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP)
RFP 5879:

FOOD CONCESSION
NATIONAL MARITIME MUSEUM OF THE GULF OF MEXICO

The City of Mobile is seeking proposals to establish and operate a food and beverage concession to provide food services for visitors to the National Maritime Museum of the Gulf of Mexico, 155 South Water Street, Mobile, Alabama.

Written Letters of Interest and Proposal Due 4:00 p.m, May 16, 2024

Submit written Letters of Interest and Proposal to:

Executive Director,
National Maritime Museum of the Gulf of Mexico
155 South Water Street
Mobile, Alabama 36602

Questions are due to Purchasing@CityofMobile.org: **4:00 pm, May 7, 2024**

Letters of Interest and Proposal must be submitted in a sealed envelope with at least one signed original. Proposals submitted after the due date and time may not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault. The City retains the complete discretion whether to waive any irregularities in the acceptance of submissions in response to this RFP.

The full contents of the RFP, and any subsequent Addenda to this RFP may be found at <http://www.cityofmobile.org/bids/>.

1. GENERAL INFORMATION

- 1.1. The City of Mobile, Alabama, ("City") is seeking a vendor to establish and operate a food and beverage concession out of the existing kitchen facility at the National Maritime Museum of the Gulf of Mexico ("Museum") at 155 Water Street in Mobile, Alabama. The City intends the concession to be an exclusive franchise that will complement the Museum experience by providing prepared and packaged lunches, snacks, and beverages for museum visitors.
- 1.2. The vendor will be responsible to the Executive Director (ED) of the Museum, or her designated representative, for all tasking and administrative oversight.
- 1.3. The vendor will have exclusive use of the galley facility on the first floor of the Museum, to include the restaurant seating area. The vendor will pay a monthly



rental fee to the City for use of the facility. The City will provide all public utilities and major equipment to include power, water, internet, fire control, pest control, heating/cooling, lighting, hot water, stoves, ovens, microwaves, refrigerators, dishwashers, fryer, grease trap, hood and trash dumpster. Vendor will be responsible for all food service equipment and supplies, and cleaning equipment, trash collection and removal to City-provided receptacles, and supplies.

- 1.4. The vendor will be required to set menus of available pre-prepared food items that can be ordered in advance for pickup by Museum visitors, or can be purchased during a Museum visit. The vendor will set menus and pricing. The vendor will be responsible for sales, collection of payments for the meals, and purchase of all food items, food packaging, condiments, supplies, and cleaning materials necessary to operate the concession.
- 1.5. The vendor will be required to operate the food concession in support of Museum visitors whenever the Museum is open, to include after-hours events when the vendor is specifically contracted to cater for that event. The vendor will be required at all times to maintain a clean, welcoming facility fully compliant with all food safety, handling, and health department requirements. Vendor shall at all times keep the kitchen and serving areas free of clutter and litter and messes (spills). All public-facing vendor employees will present a courteous professional appearance. The vendor will designate a site manager who will be responsible for managing vendor performance and collaborative with the ED and Museum staff at all times.
- 1.6. The vendor will be allowed use the Museum galley facility to prepare food for other vendor catering functions on a completely not-to-interfere-basis with its primary obligation to support food services for the Museum.
- 1.7. The City will intend to offer the selected vendor a three-year exclusive franchise, renewable with the consent of both parties for additional one-year periods.
- 1.8. The selected vendor will be required to obtain and maintain all required licenses and permits. The vendor will be required to indemnify the City and provide evidence of insurance coverage naming the City as an additional insured.
- 1.9. The City will have the complete discretion to terminate the franchise at any time with a 60-day written notice.
- 1.10. Interested vendors must have experience operating a successful food catering or retail concession operation. The City will select the vendor who, in the City's sole discretion, has the best likelihood for successfully operation a food concession that will best complement the Museum experience for Museum guests.



- 1.11. The food concession facility at the Museum will be open for viewing by contacting the Museum ED at the following: (251) 348-6956.
- 1.12. Written questions may be submitted via e-mail to Purchasing@CityofMobile.org by the date and time identified on the cover of this RFP. All questions submitted will be answered in writing, and all persons who have indicated the intent to participate in this solicitation will receive a copy of the answer.
- 1.13. The City reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, this RFP does not obligate the City to acceptor contract for any expressed or implied services.
- 1.14. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

2. RFP SUBMISSION PROCESS

- 2.1. Proposer's Certification. Each proposer shall complete the "Proposer's Certification" form included with this request for proposal as **EXHIBIT A**, and submit the form with the proposal. Proposals may be rejected if the Proposer's Certification form is not submitted with the proposal.
- 2.2. Narrative Submission. In addition to the Certification Form, proposers shall submit a summary of your interest in providing the services, and why the City should select you for this opportunity. The City will conduct an initial review and scoring of the letter of interest and proposal, and follow-up with proposers it deems most promising to develop more detailed information to evaluate the most promising proposal(s).
- 2.3. Proposals should be prepared simply, providing a straightforward, concise description of the Proposer's ability to satisfy the requirements of the RFP.
- 2.4. The City may request additional information in its selection process. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate and to conduct interviews with any proposers.
- 2.5. The City reserves the right to request at any time that the Proposer modify his proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all



proposals, and to waive minor irregularities in the procedures or in any submission.

- 2.6. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.

3. METHOD OF SELECTION

- 3.1. Late proposals: Proposals received by the City after the due date and time may not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 3.2. Completeness: All information required by the RFP must be supplied to constitute a legitimate and responsive proposal.
- 3.3. The City will conduct an initial evaluation of all submitted letters of interest and proposal by a designated City selection team. The evaluation process will identify the proposers who, in the City's sole discretion, best meet the City's needs and objectives for follow-up consideration. At that point the City may request more detailed information regarding qualifications, references, experience, business plans, menu and pricing details for more detailed scoring.
- 3.4. The intent of the City is to select one vendor whose proposal is determined to be the most advantageous to the City based on the evaluation criteria. The City is seeking and will select the Operator that best demonstrates the ability to provide innovative, affordable and reliable services to Museum patrons while paying reasonable concession fees to the City.
- 3.5. Proposals will be evaluated on a 100 point scale according to the following categories and weighting:

3.5.1. Qualifications, experience, and past performance	35 points.
3.5.2. Business Plan (viability, creativity) –	35 points.
3.5.3. Menu Quality, Variety, and Pricing –	30 points

4. NEGOTIATIONS AND CONTRACT

- 4.1. The City will negotiate a service contract with the selected vendor that will incorporate the terms of this RFP.



- 4.2. The selected vendor may sell, transfer, or give concession rights to anyone else without the express written permission of the City. The selected vendor will be expected to operate the concession awarded.

EXHIBIT: A Proposer's Certification

EXHIBIT A

Proposer's Certification

PLEASE SIGN YOUR PROPOSAL BELOW AND SUBMIT WITH YOUR PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Proposal package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign documents on behalf of this Proposer.

Signature

Date

Printed Name

Title

Official Corporate Name and Address

Proposer's Point of Contact (Name, Email, Phone) for this Bid:

Attach your Narrative Submission to include a brief summary of your interest and why the City should select you for this opportunity.

Sealed Written Proposals to be received by 4:00pm. May 16, 2024 to.

Executive Director,
National Maritime Museum of the Gulf of Mexico
155 South Water Street
Mobile, Alabama 36602

EXHIBIT A

Proposer's Certification

PLEASE SIGN YOUR PROPOSAL BELOW AND SUBMIT WITH YOUR PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Proposal package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign documents on behalf of this Proposer.

Devin Blakely 5/6/24
Signature Date

Devin Blakely
Printed Name

Owner
Title

Fresh Fruit Hospitality, LLC
Official Corporate Name and Address

Devin Blakely Freshfruitfrshllc@gmail.com 205-394-9159
Proposer's Point of Contact (Name, Email, Phone) for this Bid:

Attach your Narrative Submission to include a brief summary of your interest and why the City should select you for this opportunity.

Sealed Written Proposals to be received by 4:00pm. May 16, 2024 to.

Executive Director,
National Maritime Museum of the Gulf of Mexico
155 South Water Street
Mobile, Alabama 36602

Fresh Fruit Hospitality LLC
750 Downtowner Loop West H#143
Mobile, AL 36609
freshfruitfrshlife@gmail.com

Chef Devin Blakely

Chef TaCarla Freeman

Fresh Fruit Hospitality is an exceptional hospitality food service company specializing in providing top-quality catering and foodservice solutions for dining operations, private, and corporate events. Our mission is to deliver a seamless and unforgettable dining experience to our clients, and to provide the quality, service and value in their foodservice operations that keep employees and patrons satisfied. Ensuring their satisfaction with every aspect of our service. Fresh Fruit is dedicated to providing exceptional hospitality and service for your foodservice events. With our personalized menus, experienced staff, and commitment to sustainability, we aim to create unforgettable experiences that leave a lasting impression on our clients and their guests.

We want to partner with the City of Mobile, The National Maritime Museum of the Gulf of Mexico and its Executive Director to provide a foodservice solution that will organize, execute and manage the foodservice needs of the museum. We also want to partner with the museum to attract the traffic of guests that will come to appreciate the long-standing history of our beloved gulf coast. We believe our presence, café concept and food selections will attract and keep the type of business that is established and bring in new opportunity of growth for revenue in room rentals and events for the museum. Fresh Fruit Hospitality LLC is the best fit for the exciting growth that is about to take place in the museum and the city.



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Funding Agreement with National Railroad Passenger Corporation for City's commitment of its contingent, pledged non-federal match funds for the Gulf Coast Service of Amtrak

Amount of Contract:

\$3,048,013.00 over a period of 3 years.

Year 1: \$491,251.00

Year 2: \$1,003,735.00

Year 3: \$1,553,027.00

Funding Source

Capital C0007 20002000.42080

ATTACHMENTS:

1. Resolution - Amtrak Funding Agreement
2. Amtrak Funding Agreement.GulfCoastREGrantNonFederalMatchMobilev022924CC - Mobile Edits 06.06.24AmtrakEdits06.AmtrakFinal (4

REVIEWERS:

Patricia Primm

Brenda Rhodes

Chris Kern

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: AMTRAK FUNDING AGREEMENT GULF COAST SERVICE PR

PROJECT # 2000200042080 DATE OF RECEIPT 07/25/2024

PROJECT DESCRIPTION Funding agrment w/National Railroad Passenger Corp. for City's commitment to match funds for Grant +

CONTRACT AMOUNT \$3,048,013

VENDOR NAME National Railroad Passenger Corp

VENDOR NUMBER _____

DEPT # 0510 DEPT NAME Mayor's Office

CONTRACT ADMINISTRATOR Scott Collins/Richard Moore

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: *Josh Prie* Date 07/25/2024

RESOLUTION

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 *Funding Agreement Related to Non-Federal Match Commitment in Support of Federal Restoration and Enhancement Grant for Gulf Coast Service* between the City of Mobile and the National Railroad Passenger Corporation (Amtrak), for the City's commitment of its contingent, pledged non-federal match funds for the Gulf Coast Service of Amtrak, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive grant funding, and to sign any agreements or other documents in connection with the funding and to provide any information required. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

**FUNDING AGREEMENT RELATED
TO
NON-FEDERAL MATCH COMMITMENT IN SUPPORT OF
FEDERAL RESTORATION & ENHANCEMENT GRANT FOR
GULF COAST SERVICE**

THIS FUNDING AGREEMENT RELATED TO NON-FEDERAL MATCH COMMITMENT IN SUPPORT OF FEDERAL RESTORATION & ENHANCEMENT GRANT FOR GULF COAST SERVICE ("Agreement") is entered into as of the ____ day of _____, 2024 ("Effective Date"), by and between the City of Mobile, Alabama ("City"), having a principal place of business at 205 Government Street, Mobile, AL 36633-1827, and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act now codified at Title 49 U.S.C. §24101 *et seq.* and under the laws of the District of Columbia, having a principal place of business at 1 Massachusetts Avenue, NW, Washington, DC 20001 ("Amtrak").

BACKGROUND

- A. As part of the effort to restore Amtrak intercity passenger rail service between New Orleans, LA and Mobile, AL ("Gulf Coast Service"), the Southern Rail Commission ("SRC") sought two (2) Restoration & Enhancement ("R&E") Grants under the Federal Railroad Administration's ("FRA") Restoration & Enhancement Grant Program. SRC's R&E Grant applications were supported by pledged non-federal match commitments from the State of Louisiana, the State of Mississippi and the City of Mobile ("Funding Parties"). A copy of the City's contingent pledged non-federal match commitment is set forth as Exhibit A.
- B. The SRC was awarded two (2) R&E Grants of \$4,360,000 on August 29, 2019, and \$5,450,000 on May 20, 2020 ("SRC R&E Grant Awards").
- C. The SRC and the FRA have requested that the SRC R&E Grant Awards be transferred to Amtrak for the first year of operation of Gulf Coast Service and Amtrak has agreed to accept the SRC R&E Grant Awards for the first year of operation.
- D. As a result of the transfer of such SRC R&E Grant Awards to Amtrak, Amtrak anticipates obligating the SRC R&E Grant Awards with the FRA ("FRA-Amtrak R&E Grant") for Gulf Coast Service, subject to execution of corresponding funding agreements with the Funding Parties for pledged non-federal match commitments from the Funding Parties for the first three (3) years of operation of the Gulf Coast Service.
- E. Amtrak expects SRC to apply to FRA for an additional R&E Grant in Summer 2024 to cover the remaining eligible federal share of the first three years of operation of Gulf Coast Service and, if awarded, to transfer that grant to Amtrak to support the second and third years of operation of the Gulf Coast Service.
- F. This Agreement represents the City's commitment of its contingent, pledged non-federal match commitments to the FRA-Amtrak R&E Grant for the first three (3) years of operation of the Gulf Coast Service ("City Funding"). The City shall remit to Amtrak the City Funding in accordance with the terms in Section 1, and subject to the contingencies described in Section 2, of this Agreement.

- G. The City and Amtrak are parties to a lease agreement for certain real property identified as Parcel 2906400012002.001, Key Number 4002860 in the property records of Mobile County, Alabama (“Lease Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to incorporate the foregoing Background into this Agreement by this reference, and further agree as follows:

- Section 1. Funding Commitment. Subject to the satisfaction of all of the other terms of this Agreement, the City commits to funding the City Funding for the Term of this Agreement in the amounts not to exceed the amounts set forth below. The City’s non-federal R&E match funding commitment is limited to no more than \$3.048 million over a three-year period, currently expected to begin in 2025 and concluding in 2028.

Year 1	\$491,251
Year 2	\$1,003,735
Year 3	\$1,553,027

Non-Federal R&E Match After SRC R&E Grant Awards. The City’s non-federal R&E match funding commitment is limited to the 3-year period as specified and illustrated above and the City makes no representation that it will provide any additional non-federal R&E match funding for the Gulf Coast Service beyond that time period. Therefore, the City Funding is the full extent of the financial contribution to the non-federal R&E match to be provided by the City, and Amtrak should not anticipate nor rely on any additional R&E match funding from the City. Any additional non-federal R&E match funding shall be sought from other sources at the conclusion of the 3-year funding commitment.

- Section 2. Contingencies.

a. The City’s Funding Commitment described in Section 1 may be used by Amtrak solely for the City’s share of non-federal funding match for the Amtrak-FRA R&E Grant for the Gulf Coast Service. No portion of the City Funding may be used by Amtrak to fund the construction of any physical infrastructure required for (i) the Gulf Coast Service, or (ii) the mitigation of any future impact that any regularly scheduled intercity rail passenger service between the City of Mobile and the City of New Orleans other than the currently anticipated two (2) trains per day each way may have on freight rail service.

- Section 3. Termination. Notwithstanding the foregoing Section 1, this Agreement may be terminated by the City immediately and without recourse to Amtrak if, at any point in time before one or more of the payments referenced in Section 1 are due and owing from the City to Amtrak, the City has terminated the Lease Agreement pursuant to Section 8.1.2.5 of the Lease Agreement; provided, however, that nothing in this Agreement shall be deemed to waive, limit or abridge Amtrak’s statutory rights.

- Section 4. Payment by City. Subject to the satisfaction of all of the other terms of this Agreement, City shall remit the City Funding in three annual installments. The City shall remit the City

Funding for the first year of operation of Gulf Coast Service no later than thirty (30) days prior to the start of revenue service. Subject to the award by FRA of an R&E Grant covering the remaining eligible federal share for the first three years of operation of the Gulf Coast Service, without which R&E Grant the City shall have no further funding obligation hereunder, the City shall remit the City Funding for the second year of operation of Gulf Coast Service no later than thirty (30) days prior to the start of second year of operation of Gulf Coast Service and the City shall remit the City Funding for the third year of operation of Gulf Coast Service no later than thirty (30) days prior to the start of third year of operation of Gulf Coast Service. In the event that any scheduled payment is not paid in full when due, the City shall pay Amtrak interest at the rate of one percent (1%) per month on the amount unpaid, calculated from the date on which such payment was due and continuing until paid in full.

Section 5. Notices.

Any notices required by this Agreement or related to the Gulf Coast Service by either party shall be in writing and shall be directed to the representatives identified herein by personal delivery or by deposit in the United States mail via first class mail, postage prepaid, or by overnight courier. The representatives and/or addresses set forth herein may be changed at any time by either party hereto by notice in writing to the other.

For Amtrak: Sr. Manager State Supported Service Line
National Railroad Passenger Corporation
510 W. Martin St., Suite 130
Raleigh, NC 72603

With a copy to:

General Counsel
National Railroad Passenger Corporation
1 Massachusetts Ave., NW
Washington, DC 20001

For the City: Mayor William S. Stimpson
City of Mobile
205 Government Street
10th Floor
Mobile, AL 36633-1827

With a copy to:

Ricardo Woods, Esq.
Burr & Forman
11 North Water Street, Suite 22200
Mobile, AL 36602

Section 6. Set Off. In no event shall the City be entitled to set off or reduce any payments owed to Amtrak hereunder, notwithstanding any amount that the City believes is owed, or is owed, by Amtrak to the City or any other party. The provisions of this Section 6 shall survive the

termination or expiration of this Agreement.

Section 7. Reserved.

Section 8. Term. This Agreement shall commence on the Effective Date and expire ninety (90) days after Amtrak's receipt of the third and final installment of the City Funding; provided however that Amtrak may (for any reason or no reason) sooner terminate this Agreement upon written notice to the City.

Section 9. Indemnity and Defense of Claims. Amtrak shall indemnify, defend and hold harmless the City, its elected officials, officers, agents, and employees (hereinafter "City Indemnitees"), from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) and will bear the expense of prosecuting the settlement and defense of, and shall pay, any settlement or final judgment disposing of any claim, action or proceeding involving injury to or death of any person or damage to or loss of any property arising directly from its operation of the Gulf Coast Service provided for hereunder, unless such costs, liabilities and claims for damages arise from the misconduct or negligent acts of the City Indemnitees. If any claim, action or proceeding shall at any time be brought against the City Indemnitees asserting a liability for such injury, death, damage or loss, the City shall promptly give notice thereof and tender the defense of such claim, action or proceeding to Amtrak in writing. The parties agree that Amtrak shall control the defense of any such claim, action or proceeding. The City shall fully cooperate with Amtrak and shall thereafter provide all such information and assistance (except for financial assistance) as Amtrak may from time to time request. Amtrak's duty to defend, indemnify and hold harmless the City Indemnitees hereunder shall not exceed the then-current statutory cap set forth in 49 U.S.C. § 28103(a)(2), as adjusted by the Secretary of Transportation at 81 Fed. Reg. 1289 (January 11, 2016).

Section 10. Counterparts. This Agreement, and/or any amendment to it, shall be executed: (a) as a single countersigned document; or (b) in multiple counterparts, each of which shall be deemed an original document and all of which shall constitute one and the same instrument.

Section 11. No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

Section 12. Immigration. By signing this Agreement, Amtrak affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Amtrak 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.

Section 13. Compliance with Laws. When performing its obligations required hereunder, Amtrak and the City shall comply with all Applicable Laws.

Section 14. Applicable Law/Venue. This Agreement will be governed by and construed under all Federal, State of Alabama and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates applicable to the respective parties (collectively, the "Applicable Laws"). All disputes arising under or related to this Agreement will be

exclusively adjudicated in the United States District Court for the Southern District of Alabama.

- Section 15. Discrimination. Amtrak, in the performance of this Agreement, shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under Applicable Laws. Amtrak acknowledges and agrees that City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Amtrak agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Amtrak 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. Amtrak shall comply with all Applicable laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires nondiscrimination such that in Amtrak's performance of work for City, Amtrak will not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and adhere to Amtrak's small and disadvantaged business policies as required in Federal grants related to work performed under contract being awarded to disadvantaged individuals and business entities.
- Section 16. Survival. The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.
- Section 17. Boycotting. By signing this Agreement, Amtrak 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.
- Section 18. Assignment. Neither City nor Amtrak shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned.
- Section 19. Force Majeure. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within thirty (30) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the occurrence of any of the following events (or the effects of those events) that affects the performance of the party whose performance is to be excused: an act of God, strike, war (including civil war and revolution), public rioting, lightning, fire, storm, flood, explosions (including nuclear explosions or contamination), inability to obtain materials, supplies, epidemics, pandemics, landslides, lightning storms, hurricanes, earthquakes, floods, washouts, civil disturbances, acts of terrorism or sabotage, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

Section 20. Non-Waiver. No waiver by either party of any covenant or condition of this Agreement shall be valid unless in writing and signed by the party so waiving. Neither the failure by either party in any one or more instances to insist upon the complete and total observance or performance of any term or provision herein, nor the failure by either party to exercise any right, privilege, or remedy conferred herein or afforded by law, shall be construed as waiving any breach of such term, provision or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of either party in exercising any right or remedy herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof, or the exercise of any other right or remedy.

Section 21. No Agency. Amtrak, in the performance of its obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent entity in every respect. City does not and will not assume any responsibility for the means by which or the manner in which the Gulf Coast Service is managed by Amtrak. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by Amtrak, and Amtrak shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such.

(signature page follows)

IN WITNESS WHEREOF, Amtrak and the City have each caused this Agreement to be executed by its duly authorized representatives, as of the Effective Date.

CITY OF MOBILE, ALABAMA

By: _____

Name: _____

Title: _____

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name: _____

Title: _____

EXHBIT A

CITY OF MOBILE RESOLUTION 60-1147



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Funding agreement with Alabama Port Authority to contribute to the City's funding of the Amtrak Gulf Coast Service Project

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.AlaStatePortAuthority.Amtrak
2. 2024 Amtrak Gulf Coast Service - Intergovernmental Agreement

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

RESOLUTION

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 to execute and attest, respectively, for and on behalf of the City of Mobile, the *Intergovernmental Agreement between the Alabama State Port Authority and City of Mobile (Amtrak Gulf Coast Service Project)*, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive grant funding, and to sign any agreements or other documents in connection with the grant and to provide any information required. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN ALABAMA STATE PORT
AUTHORITY AND CITY OF MOBILE
(AMTRAK GULF COAST SERVICE PROJECT)

WHEREAS, municipalities in the State of Alabama are authorized to grant public funds for the purpose of promoting the economic development of the municipality;

WHEREAS, the Alabama State Port Authority (the “**Port Authority**”) is further authorized to make and enter into such contracts with municipalities in furtherance of its public purposes and objects, and as necessary and convenient to the exercise of its other powers and to the discharge of its duties and obligations, either relative to work done or to be done;

WHEREAS, the City of Mobile, Alabama (the “**City**”) has entered into a funding agreement with the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act now codified at Title 49 U.S.C. §24101 et seq. and under the laws of the District of Columbia (“**Amtrak**”), whereby the City commits to fund the operation (“**Project**”) of Amtrak’s intercity passenger rail service between Mobile, Alabama and New Orleans, Louisiana (“**Gulf Coast Service**”);

WHEREAS, the Port Authority wishes to contribute to the City’s funding of the Project, such rail service to be operated within boundaries of the City of Mobile and benefiting state lands under the jurisdiction of the Port Authority; and

WHEREAS the Port Authority finds and determines that its public purposes will be served thereby;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, the Port Authority and the City, acting by and through its duly authorized Mayor, enter into the following mutual agreement:

1. Port Authority will appropriate for the use of the City the sum of \$1,000,000.00 (the “**Funds**”) to be paid **in three annual installments according to the below schedule:**

- a. Year 1: \$333,333.33
 - b. Year 2: \$333,333.33
 - c. Year 3: \$333,333.34
2. Port Authority shall remit the Funds in three annual installments.
 - a. The Port Authority shall remit the Funds for the first year of operation of Gulf Coast Service no later than **thirty (30)** days prior to the start of revenue service.
 - b. The Port Authority shall remit the Funds for the second year of operation of Gulf Coast Service no later than **thirty (30)** days prior to the start of second year of operation of Gulf Coast Service.
 - c. The Port Authority shall remit the Funds for the third year of operation of Gulf Coast Service no later than **thirty (30)** days prior to the start of third year of operation of Gulf Coast Service.
3. The City shall apply the funds to the Project, and to no other use or purpose.
4. The City shall in the performance of this contract comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the grounds of race, sex, color, national origin, or handicap.
5. The City is, shall be and always remain responsible for the construction, control, management, supervision, regulation, repair, maintenance, and improvements of the lands which are a part of the Project.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

[SIGNATURE PAGE TO FOLLOW]

ALABAMA STATE PORT AUTHORITY

John Driscoll, Director and CEO

ATTEST:

Name: _____
Title: _____

CITY OF MOBILE

William S. Stimpson, Mayor

ATTEST:

Lisa Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Lease certain property to Amtrak to construct, use, maintain, operate, inspect, repair, replace, and renew layover tracks, crew facilities, and passenger boarding platform improvements for the Amtrak Gulf Coast Service Project

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.AmtrakLease2024
2. AmtrakLeaseAgreement.RAW.072524

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

RESOLUTION

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 to execute and attest, respectively, for and on behalf of the City of Mobile, the Lease Agreement for property between the City of Mobile and National Railroad Passenger Corporation for the Gulf Coast Rail Service, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

LEASE AGREEMENT

This LEASE AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2024, by and between CITY OF MOBILE, an Alabama municipal corporation, with offices at 205 Government Street, Mobile, AL 36602-0001 (“**Mobile**”), and the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. §24101 et seq. and the laws of the District of Columbia, having its headquarters at One Massachusetts Avenue, N.W., Washington, D.C. 20001, (“**Amtrak**”). Mobile and Amtrak are also referred to herein collectively as “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, Mobile owns certain real property identified on **Exhibit A**, attached hereto and made apart hereof, identified as Parcel 2906400012002.001, Key Number 4002860 in the property records of Mobile County, Alabama (“**Property**”);

WHEREAS, Amtrak intends to reactivate passenger rail service in Mobile, with facilities to be located on the Property, which requires Amtrak to construct, use, maintain, repair, replace and renew layover tracks, crew facilities, and passenger boarding platform improvements (the “**Improvements**”), as shown on **Exhibit B**, attached hereto and made a part hereof;

WHEREAS Amtrak requests that Mobile lease to Amtrak portions of the Property in the areas as shown on **Exhibit C**, attached hereto and made a part hereof (the “**Lease Area**”), for the construction, use, operation, inspection, maintenance, repair, replacement and renewal of the Improvements; and

WHEREAS, Mobile is willing to lease the aforementioned Lease Area pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be lawfully bound, hereby agree as follows:

1. RECITALS

The recitals set forth above in the WHEREAS clauses in this Agreement are incorporated by reference into the terms of this Agreement as if fully set forth herein.

2. GRANT OF LEASE

Subject to the terms and conditions of this Agreement, Mobile hereby leases to Amtrak and Amtrak leases from Mobile the Lease Area for the use, operation, inspection, maintenance, repair, replacement and renewal of the Improvements and for the provision of passenger rail service. Mobile also hereby grants to Amtrak, its employees, agents, licensees, contractors,

passengers and invitees, the nonexclusive right in common with Mobile and all others designated by Mobile for the use of the land on which the Improvements will be located for ingress and egress to, on, over and through the Property to access the Lease Area.

3. TERM; LEASE FEE; COSTS AND EXPENSES

3.1 Term. This Agreement shall be effective upon the occurrence of both of the following events (i) the complete execution and delivery of this Agreement, and (ii) Amtrak securing a written and enforceable agreement with Mobile to partially fund costs and expenses reasonably projected to be incurred by Amtrak for Amtrak's initiation of passenger rail service in the State of Alabama ("Effective Date"), and shall thereafter continue for a term of 75 years unless terminated or expired as further provided for in Section 8 hereof.

3.2 Lease Fee. Upon execution of this Agreement by the Parties, Amtrak shall pay Mobile the amount of One Dollar (\$1.00), in exchange for the lease rights granted hereunder.

3.3 Recordation Taxes and Fees. Amtrak shall pay, if applicable, for all transfer and recordation taxes, recording fees, and any and all other costs and expenses associated with the recordation of this Agreement. Amtrak reserves the right in its sole discretion to contest the validity or amount of any such taxes assessed or levied against the Lease Area and to claim its exemption from all or a portion of such taxes.

4. PERMITS, LICENSES AND COMPLIANCE

4.1 Permits and Licenses. Amtrak, or its contractors, at its or their sole cost and expense, shall obtain all applicable permits and licenses for the construction, use, maintenance, repair and replacement of the Improvements and the use of the Lease Area. Amtrak reserves the right in its sole discretion to contest the validity of any such permits and licenses required of Amtrak or its contractors and to claim its exemption from all such permits and licenses.

4.2 Compliance with Applicable Laws. The Improvements shall be constructed, used, maintained, repaired and replaced by Amtrak, or its contractors, in compliance with all Applicable Laws, as defined herein.

5. CONSENT

Mobile hereby agrees and consents: (i) to the construction of the Improvements in the Lease Area as shown on **Exhibit C**; (ii) to provide Amtrak and its contractors unrestricted access to the Lease Area during construction of the Improvements; (iii) to review and, if consistent with Applicable Laws and the terms and conditions of this Agreement, timely sign any documentation that may be required for, and requested by, Amtrak and its contractors to complete the construction of the Improvements; (iv) that any signage, including but not limited to the Passenger Information Display System ("**PIDS**") in, on, or around the Lease Area will be installed, owned and maintained by Amtrak or its contractors, consistent with federal law, and may be removed by Amtrak, at Amtrak's sole cost and expense, at any time and at Amtrak's sole discretion during the term of this Agreement; and (v) that Mobile shall not remove or in any way modify or alter the Improvements, signage, PIDS, and any other

improvements lawfully constructed by Amtrak or its contractor in the Lease Area during the term of this Agreement.

6. ALTERATIONS, IMPROVEMENTS, SIGNAGE, UTILITIES, AND RELATED INFRASTRUCTURE

6.1 Amtrak, in its sole discretion, may make improvements to the Improvements and the Lease Area as required for the installation of machinery, equipment, video equipment and security camera(s) and PIDS, or to comply with any Applicable Laws. If Amtrak chooses to make such improvements, Amtrak may enter in, on, over, through and upon the Property as reasonably necessary to obtain access to make such improvements. The approval of Mobile shall be required for all such improvements, which approval shall not be unreasonably denied, withheld, delayed, or conditioned.

6.2 Amtrak's business signs, including all signs needed for security, PIDS, ADA compliance or any other signs required for Amtrak to be in compliance with any Applicable Laws are deemed approved by Mobile ("Business Signs"). Amtrak may (a) keep and maintain Business Signs within the Lease Area throughout the term of this Agreement, and (b) replace any or all Business Signs in Amtrak's sole discretion (any such replacement signs shall be deemed Business Signs). No other signs shall be erected by Amtrak without the prior approval of Mobile, which approval shall not be unreasonably denied, withheld, delayed or conditioned. Amtrak shall not erect or install any sign in the Lease Area in violation of any Applicable Laws.

6.3 Amtrak, at its sole cost and expense, will arrange for and obtain utilities necessary for installation and maintenance of the Improvements.

7. INDEMNIFICATION

AMTRAK SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MOBILE AND ITS RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES OF ANY KIND, EXPENSE, COSTS (INCLUDING WITHOUT LIMITATION COSTS AND FEES OF LITIGATION) (COLLECTIVELY "LOSSES") DUE TO BODILY INJURY, INCLUDING DEATH, TO ANY PERSON, OR LOSS OR DAMAGE (INCLUDING LOSS OF USE) TO ANY REAL OR PERSONAL PROPERTY, CAUSED BY OR RESULTING FROM (I) THE ACTIONS OR INACTIONS OF AMTRAK, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, IN CONNECTION WITH THE RIGHTS GRANTED AND OBLIGATIONS ASSUMED HEREIN, (II) AMTRAK'S FAILURE TO COMPLY WITH ITS OBLIGATIONS ARISING BY OR IN CONNECTION WITH THIS AGREEMENT, (III) AMTRAK'S BREACH OR VIOLATION OF ANY APPLICABLE LAWS, EXCEPT TO THE EXTENT RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND/OR (IV) ACTIVITIES OF AMTRAK, ITS PRINCIPALS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT MOBILE IS ALLEGED TO BE LIABLE UNLESS RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. IN

ADDITION, AMTRAK WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS MOBILE AND ITS RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES DUE TO BODILY INJURY, INCLUDING DEATH, TO ANY PERSON WHO IS ON THE PROPERTY FOR ANY PURPOSE RELATED TO AMTRAK'S PRESENCE OR OPERATIONS ON THE PROPERTY (INCLUDING BUT NOT LIMITED TO AMTRAK'S PATRONS, PERSONS PICKING UP OR DROPPING OFF OR MEETING AMTRAK'S PATRONS, AND AMTRAK'S EMPLOYEES, AGENTS AND CONTRACTORS), EXCEPT TO THE EXTENT RESULTING FROM MOBILE'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. TERMINATION

8.1 This Agreement may be terminated:

8.1.1 by Amtrak upon service of not less than ninety (90) days written notice to Mobile;

8.1.2 by Mobile upon service of not less than ninety (90) days written notice to Amtrak, if Amtrak:

8.1.2.1 officially announces or implements (i) a permanent cancellation of intercity rail passenger service to or from Mobile, or (ii) a temporary suspension of intercity rail passenger service to or from Mobile that is anticipated to last at least (2) years, except in the event of Force Majeure;

8.1.2.2 fails to operate a regularly scheduled intercity rail passenger train to or from Mobile for at least two (2) years, except in the event of Force Majeure;

8.1.2.3 breaches any terms or conditions of this Agreement and remains in breach of such terms or conditions for at least ninety (90) days after receipt of notice of such breach from Mobile, except that if Amtrak has commenced to cure within such ninety (90) day period and continues to diligently pursue such cure, the time for cure shall be reasonably extended, but not more than one hundred eighty (180) days; or

8.1.2.4 breaches any terms or conditions of any other binding legal agreement between Amtrak and Mobile, whether effective now or at any time in the future, and remains in breach of such terms or conditions for at least ninety (90) days after receipt of notice of such breach from Mobile, except that if Amtrak has commenced to cure within such ninety (90) day period and continues to diligently pursue such cure, the time for cure shall be reasonably extended, but not more than one hundred eighty (180) days; or

8.1.2.5 uses the Leased Area to support any regularly scheduled intercity rail passenger service between the City of Mobile and the City of New Orleans other than the currently anticipated two (2) trains per day each way; provided, however, that the City's exercise of such termination right shall not waive, limit or abridge Amtrak's statutory rights.

8.2 Upon termination or expiration of this Agreement, Amtrak will, at its sole cost and expense, remove and lawfully dispose of any and all Improvements and other modifications to the Lease Area that were constructed by Amtrak or at its behest, restoring the real property to the condition at which said real property existed at the Effective Date, all within six (6) months of the termination or expiration of this Agreement. Should Amtrak fail in any respect to timely satisfy all of the terms of the previous sentence, Mobile may elect, as to each separate Improvement or other modification, to (i) remove, or have removed, any such Improvements and other modifications from the real property, at Amtrak's sole cost and expense, or (ii) assume ownership of same, and if Mobile elects to assume ownership of any Improvement or other modification, Amtrak agrees to promptly execute all documentation reasonably requested by Mobile to establish Mobile's exclusive ownership of same.

9. INSURANCE

9.1 Amtrak will require any contractor it engages to construct or make alterations to the Improvements to procure and maintain during the course of such engagement, at its own cost and expense, the insurance specified below. All insurance will be placed with insurance carriers authorized to do business in the State of Alabama. The contractor will furnish Mobile with a certificate of insurance giving evidence of the required coverage prior to the commencement of any work on the Lease Area and upon renewal of the required insurance during the period of the work. All insurance will provide for thirty (30) days prior written notice to be given to Mobile in the event coverage is substantially changed, cancelled, or non-renewed. No acceptance by Mobile of any insurance certificate required hereunder will constitute or be construed as a waiver by Mobile of the insurance requirements of this Article which will be and remain the sole responsibility of the contractor as to compliance therewith.

- a. Workers' Compensation Insurance, complying with the requirements of the statutes of the jurisdiction in which the Lease Area is located covering all employees of the contractor. Employers' Liability coverage with limits of liability of not less than \$1,000,000 each accident or illness will be included.
- b. Commercial General Liability Insurance, issued to and covering liability imposed upon the contractor with respect to the work on the Lease Area. Independent contractors, contractual, and personal injury/advertising liability coverages are to be included with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad deleted or endorsed over through issuance of endorsement CG 24 17, and any X-C-U exclusions deleted. Amtrak and Mobile are to be named as additional insureds with respect to contractor's operations in connection with this Agreement. Coverage under this policy will have limits of liability of not less than five million dollars, (\$5,000,000) per occurrence combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability. This insurance contains a waiver of subrogation against both Amtrak and Mobile.
- c. Automobile Liability Insurance, issued to and covering the liability of the contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according

to the Applicable Laws. The policy will name both Amtrak and Mobile as an additional insured with respect to contractor's work on the Lease Area. Coverage under this policy will have limits of liability of not less than one million dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury and property damage liability.

In the event Contractor or its transporter are removing and disposing any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to five million dollars (\$5,000,000) per occurrence.

- d. Property Insurance, covering the personal property of the contractor brought onto the Lease Area in an amount not less than one hundred percent (100%) of the full replacement cost of such property. This insurance contains a waiver of subrogation against both Amtrak and Mobile.
- e. Builder's Risk Insurance/ Installation Floater, covering property in the course of construction, soft costs and delay in completion, including coverage for damage to existing property and the property of others, and the loss of use thereof. In addition, the Contractor shall provide installation floater coverage for personal property installed, fabricated or erected by the Contractor, including material in transit or storage during the course of the work. Coverage shall be on an all-risk, full replacement value basis, including labor, materials in place, on site, in storage, off-site or in transit and include coverage for the perils of Flood, Earth Movement, Wind and Terrorism. This insurance will contain a waiver of subrogation against both Amtrak and Mobile, and name Amtrak and Mobile, both as loss payees as their interests appear.
- f. Contractor's Pollution Liability Insurance, covering the liability of the contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, the arise from the contractor's work on the Lease Area with both Amtrak and Mobile named as an additional insured. Coverage under this occurrence policy (or policies) shall have limits of liability of not less than two million (\$2,000,000) dollars each occurrence with no sunset clause.
- g. Pollution Legal Liability Insurance, is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to both Amtrak and Mobile. Amtrak and Mobile are to be named as an additional insured on this policy with limits of liability of not less than two million dollars (\$2,000,000) per claim.

Further, any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or under any Applicable Laws shall be complied with.

- h. Claims-Made Insurance, if any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:
 - i. The retroactive date shall coincide with or precede contractor's start of construction or maintenance (including subsequent policies purchased as renewals or replacements); and
 - ii. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims; and
 - iii. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Pollution Legal Liability, Professional Liability), for at least three (3) years following completion of the Operations; and
 - iv. If insurance is terminated for any reason, contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from operations performed in connection with the Agreement.

9.2 Amtrak shall cover its indemnity obligations to Mobile hereto under its corporate-wide self-insurance program.

10. MISCELLANEOUS

10.1 Notices. Every notice, consent, approval, or other communication that may or is required to be given, served or sent by one Party to the other Party pursuant to this Agreement is required to be in writing and shall be given by United States certified or registered mail, return receipt requested, or by a nationally recognized overnight delivery service, with all delivery and postage prepaid. Notices are deemed to have been given on the day actually received or refused, or if unclaimed, on the third day following the day on which the same will have been sent by a nationally recognized overnight delivery service or deposited with the United States Post Office.

Any such communication if intended for Amtrak will be addressed as follows:

National Railroad Passenger Corporation
30th Street Station
Box 25
2955 Market Street
Philadelphia, PA 19104
Attention: Senior Director Real Estate Services

Any such communication if intended for Mobile will be addressed as follows:

City of Mobile

205 Government Street
Mobile, AL 36602-0001
Attention: _____

Any Parties may, at any time, change its address for the above purposes by sending a written notice to the other Party stating the change and setting forth the new address. Any notice that may or is required to be given by either Party in connection with this Agreement may be given by such Party's attorney.

10.2 Not a Partnership or Joint Venture. It is understood and agreed that neither this Agreement nor the agreements herein contained are intended, nor are the same ever to be construed, so as to create a partnership by and between the Parties, or to make the Parties joint ventures, or to make Mobile in any way liable or responsible for the debts or losses of Amtrak.

10.3 No Change or Modification. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties.

10.4 Incorporation of Terms. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.

10.5 Other Agreements. In the event of a conflict or inconsistency between this Agreement and any other agreement between the Parties pertaining to the Improvements and/or the Lease Area, this Agreement shall control as to any such provision.

10.6 Severability. The provisions of this Agreement are severable and it is the intention of the Parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

10.7 Applicable Law/Venue. This Agreement will be governed by and construed under all Federal, State of Alabama and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates applicable to the respective Parties (collectively, the "**Applicable Laws**"). All disputes arising under or related to this Agreement will be exclusively adjudicated in the federal courts with jurisdiction over the Lease Area.

10.8 Authority. Each Party hereby covenants that it has full power and authority to enter into this Agreement upon the terms and conditions set forth herein. Each of the persons executing this Agreement on behalf of each Party does hereby covenant and warrant that each person signing on behalf Amtrak and Mobile, as applicable, is authorized to do so and that no other

actions are needed by such Party to make this Agreement valid and binding on such Party other than the execution and delivery by the person(s) executing this Agreement.

10.9 Lawfulness of Use. No statement by Mobile as to suitability of the Lease Area for Amtrak's purpose or any purpose, utilization of the Lease Area nor any consent of Mobile of Amtrak's utilization hereunder will be deemed or construed to constitute a representation or warranty that any such utilization that may be conducted in or on the Lease Area is lawful or permissible. Mobile represents and warrants that it owns and controls the Lease Area.

10.10 Future Development. Nothing in this Agreement is intended, nor should it be interpreted, as limiting Mobile's rights to develop, improve, or modify, or allow the development, improvement, or modification (collectively, the "Future Development") of (i) air rights located at least thirty (30) feet, measured from the top of the rail, above the operable railroad track located on the Lease Area, and that has adequate ventilation and fire life safety components for the safety of railroad operations, or (ii) any real property located adjacent to or nearby the Lease Area, so long as such Future Development does not conflict with or unreasonably interfere with Amtrak's operation of intercity passenger rail service on the Lease Area.

10.11 Statutory and Deed Rights. Nothing herein shall waive any rights benefiting Amtrak whether statutorily granted or in the land records or granted pursuant to other means. The termination or expiration of the rights granted in this Agreement shall not be interpreted as being a termination or limitation of the rights granted to Amtrak pursuant the land records or any statute or by any other means.

10.12 Audit Rights. Each Party and their respective officers, employees, agents, designees and accountants, including but not limited to Amtrak's Office of the Inspector General, the Office of the Inspector General of the United States Department of Transportation and the Comptroller General of the United States and the Federal Railroad Administration, shall have the right at any time or from time to time for up to five (5) years after this Agreement is terminated or expires and final payments of all sums due hereunder are made, and after advance notice to the other Party, to make any examination, inspection or audit of books and records (in hard copy or electronic format) which relate in any way the Lease Area, this Agreement, or to any payments of any sums of money due or paid pursuant to this Agreement, including but not limited to compliance with applicable provisions of Amtrak's federal grant, regulations and statutes. If it is determined that any charges paid by either Party have, in error, been underpaid or overpaid, then: (i) the entity that has been underpaid shall be reimbursed the amount of such underpayment by the other entity; or (ii) the Party that has been overpaid shall refund the amount of such overpayment to the other Party. Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of either Party of the right to seek information by subpoena.

10.13 Compliance with Laws. When performing its obligations required hereunder, Amtrak and Mobile shall comply with all Applicable Laws.

10.14 Survival. The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

10.15 Force Majeure. No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other Party within thirty (30) days of date on which such Party gains actual knowledge of the event of "Force Majeure" that such Party is unable to perform. The term "Force Majeure" as used in this Agreement means the occurrence of any of the following events (or the effects of those events) that affects the performance of the Party whose performance is to be excused: an act of God, strike, war (including civil war and revolution), public rioting, lightning, fire, storm, flood, explosions (including nuclear explosions or contamination), inability to obtain materials, supplies, epidemics, pandemics, landslides, lightning storms, hurricanes, earthquakes, floods, washouts, civil disturbances,, acts of terrorism or sabotage, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

10.16 Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

10.17 No Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

10.18 Immigration. By signing this Agreement, Amtrak affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. Amtrak 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.

10.19 Discrimination. Amtrak, in the performance of this Agreement, shall specifically assure that no person is knowingly subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under Applicable Laws. Amtrak acknowledges and agrees that Mobile, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Amtrak agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Amtrak 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. Amtrak shall comply with all Applicable Laws concerning nondiscrimination, including but not limited to the City of Mobile Ordinance No. 14-034, which requires nondiscrimination such that in Amtrak' performance of work for Mobile Amtrak will not discriminate on the basis of race, creed, color, national origin or disability,

require that all subcontractors they engage do the same, and adhere to Amtrak's small and disadvantaged business policies as required by its Federal grants related to work performed under contract being awarded to disadvantaged individuals and business entities.

10.20 Boycotting. By signing this Agreement, Amtrak 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

10.21 Assignment. Neither Mobile nor Amtrak shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned. This provision requiring Mobile consent shall not apply, and Amtrak shall be permitted to assign to any entity whose managements and operation is indirectly or directly controlling, controlled by or under common control with Amtrak or if such assignment is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment otherwise requiring consent hereunder.

10.22 Amendment. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Parties. Either 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 the other Party's compliance with provisions of this Agreement. No waiver by either Party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a Party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

10.23 Construction. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

10.24 Attorney Fees. Each Party shall pay all its own attorneys' fees, costs and expenses regarding the preparation, negotiation, enforcement and interpretation of this Agreement, or any action arising out of this Agreement.

10.25 Performance. Time is of the essence of this Agreement and each and all of its provisions.

10.26 No Agency. Amtrak, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of Mobile but shall be deemed to be an independent entity in every respect. Mobile does not and will not assume any responsibility for the means by which or the manner in which the Improvements are managed by Amtrak. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by Amtrak, and Amtrak shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such.

10.27 Quiet enjoyment. If and so long as Amtrak shall keep all the covenants and agreements required by it to be kept under this Agreement, Mobile covenants and agrees that it shall not interfere with the peaceful and quiet occupation and enjoyment of the Lease Area by Amtrak.

10.28 Holding Over. If Amtrak shall hold over the Lease Area, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Agreement provided, however, that nothing in this paragraph shall be construed to give Amtrak any rights to so hold over and to continue in possession of the Lease Area without the consent of Mobile.

10.29 Sale of Station/Non-Disturbance. Mobile and its successors agree that they shall not sell, transfer, assign or dispose of the Property unless the owner, transferee or assignee agrees in writing to be bound by the terms of this Agreement.

10.30 Entire Agreement. This Agreement contains the sole agreement of the Parties as to the leasing of the Leased Area. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Agreement are of no force and effect.

{SIGNATURE PAGES FOLLOW}

AMTRAK:

**NATIONAL RAILROAD PASSENGER
CORPORATION**

WITNESS:

By: _____

Name:

Title:

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, the _____ of NATIONAL RAILROAD PASSENGER
CORPORATION, a District of Columbia corporation, personally known to me to be the same
person whose name is subscribed to the foregoing instrument as such _____, appeared before me
this day in person and acknowledged that (s)he signed and delivered said instrument as his/her
own free and voluntary act and as the free and voluntary act of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT A
Property Description

Exhibit B
Description of Improvements

Exhibit C
Lease Area



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The attached Supplemental Agreement #2 between the City of Mobile and the State of Alabama Department of Transportation is for an existing grant, FY 2016 discretionary grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets Initiative Project No. TIGER-FAUP-4917(250). Supplemental Agreement #2 accepts the STPMB Metropolitan Planning Organization Attributable Funds in the amount of \$6,660,000 for Phase IV of the Broad Street Redevelopment Project. Phase IV extends from the intersection of Beauregard St. and N. Broad to the northwest of Butchers Lane.

Redeveloping Broad Street is a Complete Streets Initiative. It aims to provide safe vehicular, pedestrian and bicycle-friendly access, reconnect severed neighborhoods, reconstruct aging underground infrastructure, create attractive and cohesive streetscapes, and stimulate an economically vibrant and active street environment. Once complete, it will revitalize one of the most widely used corridors in Mobile with new modernized street surfaces, bicycle lanes, handicap-accessible sidewalks, upgraded stormwater drainage, gas, water and sewer lines, and improved landscape architecture. More information can be found on the project website: <https://mapformobile.org/broad-street/>

Amount of Contract:

\$6,660,000

Funding Source

Alabama Department of Transportation

ATTACHMENTS:

1. Cover Letter Supp#2 July 2024
2. Resolution_Supp#2July2024
3. TIGER-FAUP-4917(250) 100066565 MOBILE SUP2

4. 2019-02-28 TIGER ALDOT Ph I-II CN Agmt Supp 1 - FINAL
5. 2017-12-27 Fully Ex ALDOT CN Agmt

REVIEWERS:

Jennifer Greene

Laura Angle

Chris Kern

Brandi Montgomery

James Barber

July 24, 2024



Dear Councilmembers:

The attached Supplemental Agreement #2 between the City of Mobile and the State of Alabama Department of Transportation is for an existing grant, FY 2016 discretionary grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets Initiative Project No. TIGER-FAUP-4917(250). Supplemental Agreement #2 accepts the Metropolitan Planning Organization Attributable Funds in the amount of \$6,660,000 for Phase IV of the Broad Street Redevelopment Project. Phase IV extends from the intersection of Beauregard St. and N. Broad to the northwest of Butchers Lane.

Redeveloping Broad Street is a Complete Streets Initiative. It aims to provide safe vehicular, pedestrian and bicycle-friendly access, reconnect severed neighborhoods, reconstruct aging underground infrastructure, create attractive and cohesive streetscapes, and stimulate an economically vibrant and active street environment. Once complete, it will revitalize one of the most widely used corridors in Mobile with new modernized street surfaces, bicycle lanes, handicap-accessible sidewalks, upgraded stormwater drainage, gas, water and sewer lines, and improved landscape architecture. More information can be found on the project website: <https://mapformobile.org/broad-street/>

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

Respectfully,

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

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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

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

Construction for Project TIGER-FAUP-4917(250), Project reference number 100066564 and Construction, Project reference number 100066565 for the (TIGER) FY2016 Discretionary Grant for the One Mobile: Reconnecting People, Work, and Play through Complete Streets for which Supplemental Agreement 2 is before this Council.

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

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

ATTESTED:

City Clerk

Mayor

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

City Clerk

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

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

Project No. TIGER-FAUP-4917(250)

CPMS Ref# 100066565

Supplemental Agreement No. 2

PART ONE (1): INTRODUCTION

This Supplemental Agreement No. 2 is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the CITY has been awarded a United States Department of Transportation's "Transportation Investment Generating Economic Recovery" (TIGER) FY 2016 discretionary grant for the ONE MOBILE: Reconnecting People, Work and Play through Complete Streets Initiative (hereinafter, the "Project"); and

WHEREAS, the STATE and the CITY desire to amend the Agreements entered into on the 27th day of December 2017 and the 6th day of May, 2019, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreements between the parties dated December 27, 2017 and May 6, 2019 be and the same is hereby amended in the following respect:

1. The foregoing Agreement has been amended to include the statement to read as follows:
The STATE will not be liable for Federal Aid Funds in any amount. STPMB MPO Attributable Funds in the amount of \$6,660,000.00 will be used to supplement the funding for the Phase IV portion of this project consisting of Dr. Martin Luther King Jr. Ave. from the intersection of Beauregard St. and N. Broad St. to northwest of Butchers Lane – Phase IV. The project will be limited to \$6,660,000.00 Federal MPO funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

2. The foregoing Agreement has been amended to include the statement to read as follows:

The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 6,660,000.00
City Funds	\$ 1,665,000.00

TOTAL (Incl CE&I)	\$ 8,325,000.00

3. 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.
4. Page 3, paragraph 11 of the foregoing Agreement is hereby amended to read as follows:
All other and remaining terms of the Agreements of December 27, 2017 and May 6, 2019 shall remain the same.

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

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

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

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

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

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

Edward N. Austin, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

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

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

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

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

Dr. Martin Luther King Jr. Ave. from the intersection of Beauregard St. and N. Broad St. to northwest of Butchers Lane – Phase IV.; Project# TIGER-FAUP-4917(250); CPMS Ref# 100066565.

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

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

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

ATTESTED:

City Clerk

Mayor

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

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

City Clerk

(AFFIX SEAL)

RESOLUTION NUMBER _____

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

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

Construction for Project ST-049-999-013, Project reference number 100066564 and Construction, Project reference number 100066565 for the One Mobile – Complete Streets initiative Phase I-II on Broad Street in the City of Mobile which Supplemental Agreement 1 is before this Council.

2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

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

ATTESTED:

City Clerk

Mayor

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

City Clerk

(AFFIX SEAL)

**AGREEMENT
FOR
CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOBILE, AL
MOBILE COUNTY**

**Project TIGER-FAUP-49170
Project Reference Number 100066565**

**CN Project TIGER-FAUP-49170
Project Reference Number 100066565**

**City of Mobile 2016 TIGER Grant
ONE MOBILE – Complete Streets Initiative**

SUPPLEMENTAL AGREEMENT NUMBER 1

This Supplemental Agreement Number 1 is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY

WHEREAS, the CITY has been awarded a United States Department of Transportation's "Transportation Investment Generating Economic Recovery" (TIGER) FY 2016 discretionary grant for the ONE MOBILE: Reconnecting People, Work and Play through Complete Streets Initiative (hereinafter, the "Project"); and

WHEREAS, the project impacts City and State-controlled rights of way, including a State designated municipal connecting link within the municipal limits of the CITY

WHEREAS, the STATE and CITY were project partners in the TIGER grant application submitted to the U.S. Department of Transportation;

WHEREAS, the STATE and CITY, entered into an agreement on September 5, 2017, to fund the preliminary engineering necessary to advance the Project to the construction phase;

WHEREAS, the STATE and CITY now desire to enter into a second agreement to fund the construction activities and the construction engineering and inspection work for Phase I-II of the Project.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated December 27, 2017 be and the same is hereby amended in the following respect:

1. The foregoing Agreement is hereby amended in the following respects: Page 2, paragraph (2), due to the combination of Phase I and II, the referenced paragraph is amended and reads as follows: Whereas, the STATE and CITY now desire to enter into a second agreement to fund the construction activities and construction engineering and inspection work for Phase I-II of the Project.
2. Page 5, bullet (2) of the foregoing Agreement is hereby amended to read in the following respects: “Construction Engineering and Inspection” includes all work associated with construction management and administration required for federal-aid projects. The Project consists of five segments, which corresponds to five phases of construction; these are:
 - a. Phase I-II – Broad & Beauregard Street: Lawrence – Government Street
 - b. Phase III – Broad Street: Canal - Baltimore Street
 - c. Phase IV – MLK Avenue: Broad Street – Three Mile Creek
 - d. Phase V – Beauregard Street: Lawrence to Water Street
 - e. Phase VI – Broad Street at Canal – Roundabout
3. The foregoing Agreement is hereby amended in the following respects: Page 5-6, bullet (3), due to the combination of Phase I and II, the bullet is amended and reads as follows: At this time, the CITY has completed all of the Initial Work necessary to advance Phase I-II to construction. Phase I-II “Construction Activities” will include the following construction activities: clearing & grubbing/erosion control, earthwork, drainage, utilities, base & pave, curb & gutter, pedestrian signals, sidewalks/ramps, landscape & signage that involve modifications and improvements to Broad/Beauregard Street beginning south of Government Street (as designated on the 90% plan submittal) and ending at Lawrence Street. These construction activities include 0.98 miles of the removal of the existing concrete roadway and the reconstruction of a 4 lane boulevard with a bicycle path for each direction of travel, 5’-10’ wide sidewalks along each side of the roadway, landscaped median, stormwater drainage, and utility relocations. In addition, pedestrian safety improvements will include the construction of pedestrian crosswalks, signage, and traffic signal upgrades to include pedestrian signal heads at each signalized intersection. All proposed pedestrian improvements will adhere to all ADA requirements.
4. The foregoing Agreement is hereby amended in the following respects: Page 6, bullet (4), due to the combination of Phase I and II is amended and reads as follows: The scope of this Agreement includes the Phase I-II Construction Activities and Construction Engineering and Inspection Work. Project management and grant administration activities are funded under the Agreement entered on September 5, 2017.
5. The foregoing Agreement is hereby amended in the following respects: Page 7, bullet (6), Table 1:

Table 1: Phase I-II Construction Activities			
	FY16 TIGER Funds	ALDOT	COM
Construction Activities	\$14,465,044.00	\$0.00	\$0.00
Construction Administration	\$0.00	\$1,426,394.00	\$133,606.00
Subtotal	\$14,465,044.00	\$1,423,394.00	\$133,606.00
Total Budget	\$16,025,044.00		

6. The foregoing Agreement is hereby amended in the following respects: Page 8, bullet (7), Table 2:

Table 2: Proposed Project Budget				
	Source of Funds	Initial Work	Phase I-II Construction	Remaining Funds
FY 2016 FHWA TIGER Award	\$14,465,044.00		-\$14,465,044.00	\$0.00
City of Mobile Local Match	\$3,320,000.00	-\$750,000.00	-\$133,606.00	\$2,436,394.00
ALDOT Local Match	\$4,540,000.00	-	-\$1,423,177.00	\$0.00
Total Project Budget	\$22,325,044.00	\$3,866,823.00	-\$16,021,827.00	\$2,436,394.00

7. The foregoing Agreement is hereby amended in the following respects: Exhibit A – Draft Project Schedule is revised to reflect proposed milestone dates for Phase I-II and is now referred to as Exhibit B.
8. The foregoing agreement is further amended to read as follows: Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
9. The foregoing Agreement is further amended to read as follows: 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.
10. Page 10, bullet (10) of the foregoing Agreement has been amended to include updated versions of STD Exhibits A, E, H, M and N.
11. All other and remaining terms of the Agreement of December 27, 2017, shall remain the same

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

RECOMMENDED FOR APPROVAL:

**Southwest Region Engineer
Vincent E. Calametti, P.E.**

**City of Mobile, Alabama Mayor
Sandy Stimpson**

**Chief Engineer
Don T. Arkle, P.E.**

City Clerk

This agreement has been legally reviewed and approved as to form and content.

By: _____
**William F. Patty,
Chief Counsel**

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

John R. Cooper, Transportation Director

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

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT B
DRAFT PROJECT SCHEDULE
TIGER 2016: ONE MOBILE

The final version of the project schedule will be incorporated into the FHWA FY 2016 TIGER Grant Agreement as Attachment B.

Overall Project Schedule

Completion of NEPA	September 1, 2017
Start of Preliminary Engineering	November 30, 2015
End of Preliminary Engineering	April 5, 2019
Overall Period of Performance End	January 29, 2024
Overall Project Closeout	March 24, 2025

Phase I-II

Planned Completion of PS&E Review	January 11, 2019
Planned Completion of Construction Documents	February 27, 2019
Planned Completion of Advertise for Bids	March 5, 2019
Planned Construction Contract Award	May 6, 2019
Planned Start of Construction	May 28, 2019

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/ Erosion Control	May 28, 2019	November 5, 2019
Earthwork	July 8, 2019	January 22, 2020
Drainage	August 8, 2019	April 2, 2020
Utilities	August 8, 2019	April 3, 2020
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	September 27, 2019	August 20, 2020
Sidewalks, Ramps & Shared Use Paths	January 6, 2020	December 4, 2020
Lighting, Landscaping & Signage	April 10, 2020	April 2, 2021

Planned Complete Construction	April 2, 2021
Planned Project Closeout	October 5, 2021

Phase 3

Planned Completion of PS&E Review	April 5, 2019
Planned Completion of Construction Documents	May 10, 2019
Planned Completion of Advertise for Bids	January 3, 2020
Planned Construction Contract Award	March 9, 2020
Planned Start of Construction	March 30, 2020

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/ Erosion Control	March 30, 2020	June 19, 2020
Earthwork	May 4, 2020	July 24, 2020
Drainage	May 25, 2020	August 14, 2020
Utilities	June 1, 2020	August 21, 2020
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	June 22, 2020	September 11, 2020
Sidewalks, Ramps & Shared Use Paths	July 13, 2020	November 27, 2020
Lighting, Landscaping & Signage	July 13, 2020	November 27, 2020

Planned Complete Construction	November 27, 2020
Planned Project Closeout	February 19, 2021

Phase 4

Planned Completion of PS&E Review	February 8, 2019
Planned Completion of Construction Documents	March 22, 2019
Planned Completion of Advertise for Bids	December 21, 2020
Planned Construction Contract Award	February 15, 2021
Planned Start of Construction	March 9, 2021

Construction Activity (Phased by Roadway Segment)	Planned Start Date	Planned End Date
Clearing & Grubbing/ Erosion Control	March 9, 2021	November 11, 2021
Earthwork	April 6, 2021	December 9, 2021
Drainage	April 6, 2021	December 5, 2022
Utilities	April 21, 2021	June 6, 2022
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	August 17, 2021	July 1, 2022
Sidewalks, Ramps & Shared Use Paths	October 19, 2021	April 4, 2022
Lighting, Landscaping & Signage	November 30, 2021	June 20, 2022

Planned Complete Construction	June 20, 2022
Planned Project Closeout	September 12, 2022

Phase 5

This phase will be designed and constructed under the ALDOT's resurfacing program. The anticipated letting of the project is in fiscal year 2021.

Phase 6

Planned Completion of PS&E Review	December 13, 2019
Planned Completion of Construction Documents	April 15, 2020
Planned Completion of Advertise for Bids	May 15, 2020
Planned Construction Contract Award	June 12, 2020
Planned Start of Construction	July 27, 2020
Planned Complete Construction	June 26, 2021
Planned Project Closeout	December 18, 2021

EXHIBIT E**TERMINATION OR ABANDONMENT**

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

EXHIBIT H

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

EXHIBIT H

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

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

EXHIBIT H

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

CITYS' CERTIFICATIONS

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

STATE OF ALABAMA
MONTGOMERY COUNTY

'17 DEC 19 PM 2:19

CONSTRUCTION AGREEMENT

BETWEEN

ALABAMA DEPARTMENT OF TRANSPORTATION

AND

CITY OF MOBILE, ALABAMA

PE Project ST-049-999-013

Project Reference Number 100066564

CN Project TIGER-FAUP-4917()

Project Reference Number 100066565

City of Mobile 2016 TIGER Grant

ONE MOBILE – Complete Streets Initiative

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

WHEREAS, the CITY has been awarded a United States Department of Transportation's "Transportation Investment Generating Economic Recovery" (TIGER) FY 2016 discretionary grant for the ONE MOBILE: Reconnecting People, Work and Play through Complete Streets Initiative (hereinafter, the "Project"); and

WHEREAS, the Project impacts City and State-controlled rights of way, including a State-designated municipal connecting link within the municipal limits of the City of Mobile;

WHEREAS, the STATE and CITY were project partners in the TIGER grant application submitted to the U.S. Department of Transportation;

WHEREAS, the STATE and CITY, entered into an agreement on September 5, 2017, to fund the preliminary engineering necessary to advance the Project to the construction phase;

WHEREAS, the STATE and CITY now desire to enter into a second agreement to fund the construction activities and construction engineering and inspection work for Phase I of the Project.

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree as follows:

1. Definitions.

- a) "Preliminary Design and Engineering" defines the general project location and design concepts. It includes, but is not limited to, preliminary engineering and other activities and analyses, such as environmental assessments, topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design. Prior to completion of the environmental review process, any such preliminary engineering and other activities and analyses must not materially affect the objective consideration of alternatives in the environmental review process.
- b) "Final design" means any design activities following preliminary design and expressly includes the preparation of final construction plans and detailed specifications for the performance of construction work.

- c) "Local Match" means the value of third party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by the Federal government provided during the grant period.
- d) "Initial Work" is hereby defined as that work, including the preliminary design and engineering and final design, necessary to advance the development of the Project through construction authorization, or "Plans, Specification and Engineering Approval," by the Federal Highway Administration (FHWA). Initial Work for the purposes of this Agreement also includes the efforts of the Owner's Representative to manage, coordinate, administer and/or direct the Project.
- e) "Construction Activities" include the following sub-categories of activities¹:
- i. **Clearing & Grubbing** – includes the removal and disposal of vegetation and debris in areas where excavation is to be performed, or where embankments or structures will be constructed. This includes removal of asphalt pavement, concrete, and drainage structures where not covered by other pay items and areas identified on the plans for this activity.
 - ii. **Erosion Control** – includes the installation, inspection and maintenance of devices installed on the project to prevent erosion from occurring and to prevent sediment transport from the project site. This incorporates a wide array of items that are used in specific applications as indicated in the plans and may be referred to as Best Management Practices or (BMPs). Erosion control activities may continue throughout construction.

¹ The definition of "construction activities" used herein is synonymous to that found in the USDOT FY 2016 TIGER grant agreement between the City of Mobile, FHWA and ALDOT.

- iii. **Earthwork** – activities associated with shaping the ground to achieve the final grades identified in the plans. This includes excavation, embankment and shaping of ditches or drainage facilities.
- iv. **Drainage** – activities associated with the construction of required drainage systems including pipes, inlets, ditches, ponds, etc. to achieve the specific project requirements.
- v. **Utilities** – activities associated with relocation and protection of utilities within the project limits, including power, water, sewer, cable, telephone and fiber. This phase will include construction coordination with utility companies and the contractor.
- vi. **Base & Pave** – includes items associated with the structural makeup of the roadway such as compacted aggregate materials, asphalt base and surfacing materials.
- vii. **Curb & Gutter** – activities associated with the installation of curb and gutter and finishing touches to the roadway.
- viii. **Traffic & Pedestrian Signals** – includes the installation of traffic and pedestrian indicators intended to control the movements of vehicular and pedestrian traffic, particularly at roadway intersections. Crosswalks and land striping will also be included in this phase.
- ix. **Sidewalks, Ramps and Shared Use Paths** – includes the installation of concrete, pavers or other materials for pedestrian and ADA-compliant facilities and pathways shared by pedestrians and non-motorized vehicles.

- x. **Lighting** – includes the installation of lighting for roadways and pedestrian paths.
- xi. **Landscaping** – activities associated with planting and hardscapes used in the green spaces of the project. Landscaping includes grassing, sodding, decorative plantings, green infrastructure, hardscape features, gateways and decorative devices.
- xii. **Signage** – activities associated with the installation of regulatory (speed limit, stop signs, etc.), wayfinding or special signage associated with the project. The regulatory signage will be dictated by required standards. Project specific signage will be signage associated with the pedestrian and bicycle paths and gateway signs at specified locations.

- 2. “Construction Engineering and Inspection” includes all work associated with construction management and administration required for federal-aid projects. The Project consists of four segments, which corresponds to four phases of construction; these are:
 - a) Phase I – Beauregard Street: Water – Congress Streets;
 - b) Phase II – Broad Street: Congress – Canal Streets;
 - c) Phase III – Broad Street: Canal – Baker Streets; and,
 - d) Phase IV – MLK Avenue: Broad St – Three Mile Creek.
- 3. At this time, the City has completed all of the Initial Work necessary to advance Phase I to construction. Phase I “Construction Activities” will include the following construction activities: clearing & grubbing/erosion control, earthwork, drainage, utilities, base &

pave, curb & gutter, pedestrian signals, sidewalks/ramps, landscape & signage that involve modifications and improvements to Beauregard Street beginning at Congress Street and ending at Water Street. These construction activities include 0.90 miles of the removal of the existing concrete roadway and the reconstruction of a 4 lane boulevard with buffered bicycle lanes in each direction, 8'-10' wide shared use paths along each side of the roadway, landscaped median, stormwater drainage, and utility relocations. In addition, pedestrian safety improvements will include the construction of pedestrian crosswalks, signage, and traffic signal upgrades to include pedestrian signal heads at each signalized intersection. All proposed pedestrian improvements will adhere to all ADA requirements.

4. The scope of this Agreement includes the Phase I Construction Activities and Construction Engineering and Inspection Work. Project management and grant administration activities are funded under the Agreement entered on September 5, 2017.

5. Responsibilities.

- a) The CITY will be the Project Lead, acting through its employees and agents, and as a Local Public Agency (LPA), to coordinate, direct, and manage construction activities as the Project progresses from letting to project closeout. These activities are more specifically set out in Chapter 12 of ALDOT's LPA Manual for Federal-aid Projects in Alabama², which is incorporated herein by reference.

² https://www.dot.state.al.us/tmpweb/mp/_pdf/LPA/LPAMan_Updated_Sept_13_2017.pdf

- b) ALDOT will share in quality control and construction administration of the Project as detailed in the LPA Manual.
- c) The STATE, by and through its agents, shall review invoices and approve payments for the Construction Engineering and Inspection consultant listed in Table I below in such a manner so that payment progress remains proportional to the Work performed. The State will obtain concurrence from the City on all invoices for services that will be charged to the project prior to executing payment. The administrative charges by the State will not require concurrence from the City.

6. Allocation of Funding.

- a) The estimated costs and participation by the various parties to fund the Phase I Construction Activities described herein is as follows.

Table I: Phase I Construction Activities :			-
	FY16 TIGER Funds	ALDOT	COM
Construction Activities	\$ 5,525,478.00	\$ 571,246.00	\$ -
Construction Administration	\$ -	\$ 731,607.00	\$ -
Subtotal	\$ 5,525,478.00	\$ 1,302,853.00	
TOTAL BUDGET		\$ 6,828,331.00	

7. Following the preliminary engineering expenditures and the Phase I Construction Activities, the parties anticipate the following remaining funds will be available for the Construction Activities of future Phases as follows:

Table 2: Proposed Project Budget				
	Source of Funds	Initial Work	Phase I Construction	Remaining Funds
FY 2016 FHWA TIGER Award	\$14,465,044.00		\$ (5,525,478.00)	\$8,939,566.00
City of Mobile Local Match	\$3,320,000.00	(\$750,000)		\$2,570,000
ALDOT Local Match	\$4,540,000.00	(\$2,579,461)	\$ (1,302,853.00)	\$657,686
Total Project Budget	\$22,325,044.00	(\$3,329,461)	\$ (6,828,331.00)	\$12,167,252

8. It is clearly understood by both parties that neither the STATE nor the CITY commits any funds beyond the amounts outlined in Table 1 and 2 at this time.

9. Additional Terms.

- a) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- b) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- c) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting.
- d) This Agreement shall remain effective until such time as the terms herein are satisfied and fulfilled.
- e) Subject to the limitations on damages applicable to municipal corporations under Ala. Code §11-47-190 (1975), the City shall indemnify, and hold harmless the State of

Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

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

In the event of any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

10. The following exhibits are attached and hereby made a part of this Agreement.
 - a) Exhibit A: Project Schedule as submitted to FHWA in October, 2017
 - b) Exhibit M
 - c) Exhibit N
11. This Agreement shall be construed according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto cause the Agreement to be executed by those officers, and persons thereunto duty authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

RECOMMENDED FOR APPROVAL:


Southwest Region Engineer
Vincent E. Calametti, P.E.

CITY OF MOBILE,
ALABAMA


Mayor, Sandy Stimpson

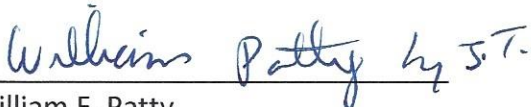
CITY CLERK


Chief Engineer
Don T. Arkle, P.E.



CITY SEAL

THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:


William F. Patty
Chief Counsel

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


Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this 27th day of December, 2017.

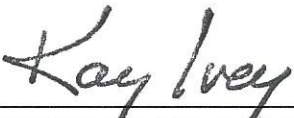

GOVERNOR OF ALABAMA, KAY IVEY

EXHIBIT A **DRAFT PROJECT SCHEDULE** **TIGER 2016: ONE MOBILE**

The final version of the project schedule will be incorporated into the FHWA FY 2016 TIGER Grant Agreement as Attachment B.

Actual Start of Preliminary Engineering: November 30, 2015

Actual Completion of NEPA: August 7, 2017

Base Phase

Beauregard Street between Congress Street and Water Street (Recipient Phase 1)

Actual End of Preliminary Engineering: October 13, 2017

Planned Completion of Construction Documents/PS&E Approval: November 28, 2017

Planned Completion of Advertise for Bids: December 31, 2017

Planned Construction Contract Award: February 9, 2018

Planned Start of Construction: March 5, 2018

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	March 5, 2018	June 15, 2018
Earthwork	May 2, 2018	July 27, 2018
Drainage	June 1, 2018	October 26, 2018
Utilities	June 1, 2018	October 26, 2018
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	June 1, 2018	November 30, 2018
Sidewalks, Ramps & Shared Use Paths	October 1, 2018	December 30, 2018
Lighting, Landscaping & Signage	November 1, 2018	March 1, 2019

Planned Construction Substantial Completion and Open to Traffic Date: March 1, 2019

Option Phase 1**Broad Street between north of Canal Street and Congress Street (Recipient Phase 2)**

Planned End of Preliminary Engineering: November 8, 2018

Planned Completion of Construction Documents/PS&E Approval: December 11, 2018

Planned Completion of Advertise for Bids: January 20, 2019

Planned Construction Contract Award: February 28, 2019

Planned Start of Construction: March 14, 2019

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	March 14, 2019	July 6, 2020
Earthwork	March 14, 2019	June 9, 2020
Drainage	March 14, 2019	January 8, 2021
Utilities	March 14, 2019	December 25, 2020
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	September 2, 2019	February 1, 2021
Sidewalks, Ramps & Shared Use Paths	September 1, 2020	June 1, 2021
Lighting, Landscaping & Signage	March 1, 2021	December 1, 2021

Planned Construction Substantial Completion and Open to Traffic Date: December 1, 2021

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

Option Phase 2**Broad Street between Baker Street and north of Canal Street (Recipient Phase 3)**

Planned End of Preliminary Engineering:	March 22, 2019
Planned Completion of Construction Documents/PS&E Approval:	April 12, 2019
Planned Completion of Advertise for Bids:	October 10, 2021
Planned Construction Contract Award:	December 1, 2021
Planned Start of Construction:	December 30, 2021

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	December 30, 2021	June 29, 2022
Earthwork	February 1, 2022	August 1, 2022
Drainage	March 1, 2022	December 30, 2022
Utilities	March 1, 2022	December 30, 2022
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	March 1, 2022	March 1, 2023
Sidewalks, Ramps & Shared Use Paths	May 2, 2022	March 1, 2023
Lighting, Landscaping & Signage	September 1, 2022	July 31, 2023

Planned Construction Substantial Completion and Open to Traffic Date:	July 31, 2023
Planned Construction Final Acceptance / Completion:	October 20, 2023

Dr. Martin Luther King, Jr. Avenue between Beauregard Street and Three Mile Creek (Recipient Phase 4)

Planned End of Preliminary Engineering: April 5, 2019

Planned Completion of Construction Documents/PS&E Approval: May 3, 2019

Planned Completion of Advertise for Bids: January 16, 2022

Planned Construction Contract Award: February 23, 2022

Planned Start of Construction: March 24, 2022

Construction Activity (Phased by Roadway Segment)	Planned/Actual Start Date	Planned/Actual End Date
Clearing & Grubbing/ Erosion Control	March 24, 2022	December 5, 2022
Earthwork	April 21, 2022	January 2, 2023
Drainage	April 21, 2022	April 20, 2023
Utilities	April 21, 2022	July 19, 2023
Base & Pave, Curb & Gutter, Traffic & Pedestrian Signals	October 20, 2022	September 19, 2023
Sidewalks, Ramps & Shared Use Paths	January 12, 2023	July 12, 2023
Lighting, Landscaping & Signage	February 23, 2023	September 26, 2023

Planned Construction Substantial Completion and Open to Traffic Date: September 26, 2023

Planned Construction Final Acceptance/Completion Date: December 18, 2023

Overall Period of Performance End Date: January 29, 2024

Planned Overall Project Closeout: March 24, 2025

2017

RESOLUTION NUMBER 01-733

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

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Preliminary Engineering for Project ST-049-999-013, Project Reference Number 100066564 and Construction, Project Reference Number 100066565 for the One Mobile – Complete Streets Initiative on Broad Street in the City of Mobile which Agreement is before this Council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

Passed, adopted, and approved this 21st day of November, 20 17.

ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 21st day of November, 20 17, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 21 day of November, 20 17.


City Clerk



Kay Ivey
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

January 10, 2018

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Dear Mr. Amberger:

RE: Construction Funding Agreement
ST-049-999-013
Project Reference Number 100066564
One Mobile – Complete Streets Initiative
Mobile County

Enclosed please find the fully executed Construction Agreement for the above-referenced project. The agreement is being forwarded for your files.

Should you have any questions or need additional information regarding this matter, please contact Mr. John Reece at (251) 470-8265.

Sincerely,

Vincent E. Calametti, P.E., Region Engineer

By: 
Vincent E. Beebe, P.E.
Asst. Region Pre-Construction Engineer

VEB/jcr
Enclosure
c: File w/ enclosure



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Nexgen Asset Management for annual renewal of Nexgen enterprise asset management software for MIT.

Amount of Contract:

\$220,500.00

Funding Source

Capital project for work order & asset management system

ATTACHMENTS:

1. 20240719 Nexgen Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Nexgen Asset Management

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nexgen Asset Management for annual renewal of Nexgen enterprise asset management software for MIT.
Capital Project work order & asset management system

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$220,500.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10968</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NEXGEN ENTERPRISE ASSET MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	\$220,500.00	(<u>297466</u>) <u>NEXGEN ASSET</u> <u>MANAGEMENT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	297466	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL PER MAYOR SIGNED CONTRACT ADDENDUM IN 2023 #01-735 AND NEXGEN INVOICE #4362.

001	NEXGEN AM Cloud NEXGEN AM Cloud Site Unlimited Users Jul 1, 2024 - Jun 30, 2025.	1.00 EACH	189000.00000	189000.00
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1	2000.80.00.0000.0000.0000.0000.42200. E C0566 .PROFTECHNC.			189000.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	NEXGEN Service Requir... NEXGEN AM Service Request Portal Jul 1, 2024 - June 30, 2025.	1.00 EACH	15750.00000	15750.00
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1	2000.80.00.0000.0000.0000.0000.42200.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	297466	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	E C0566 .PROFTECHNC.			15750.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
003	NEXGEN Contractor Po... NEXGEN Contractor Portal Jul 1, 2024 - Jun 30, 2025. No Sales Tax	1.00 EACH	15750.00000	15750.00
1	2000.80.00.0000.0000.0000.0000.42200. E C0566 .PROFTECHNC.			15750.00
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To 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
06/25/24	1297466	06/25/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 220500.00

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

Account	Amount	Remaining Budget
E C0566 .PROFTECHNC.	220500.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	220500.00	
CAPITAL IMPROVEMENTS FUND EXP		PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	06/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/25/24	SCOTT KEARNEY	
Approved	06/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/25/24	SCOTT KEARNEY	
Approved	06/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/25/24	BRENDA RHODES	
Approved	06/25/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/25/24	RELYA MALLORY	Auto approved by: 910511034
Approved	07/19/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/19/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/19/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/19/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010968-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
--	--

Page 4

Vendor
 NEXGEN ASSET MANAGEMENT
 4010 LENNANE DR

Ship To
 MIT
 651 CHURCH STREET

SACRAMENTO, CA 95834

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Tel#916-779-7300
 Fax 916-564-8030

Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	297466	06/25/24			INFORMATION TECHNOLOGY

LN Description / Account Approved 07/19/24 JOHN PAINE Approved 07/19/24 MICHAEL SPAFFORD	Qty Unit Price Net Price Auto approved by: 910516727 Auto approved by: 910516727
--	--

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carahsoft for annual renewal of AvePoint Office365 cloud backup software for MIT.

Amount of Contract:

\$37,612.80

Funding Source

General fund.

ATTACHMENTS:

1. 20240719 Carahsoft Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 30 July 2024 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Carahsoft

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carahsoft for annual renewal of AvePoint Office365 cloud backup software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$37,612.80

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; GSA contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10972</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF AVEPOINT OFFICE365 CLOUD BACKUP SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE; GSA CONTRACT)	\$37,612.80	<u>(295556)</u> <u>CARAHSOFT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010972-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	295556	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA #47QSWA18D008F.

Referenceing the other 3 years on PO as follows:

Billing Schedule:

Year 1 - billed in 2024: \$37,612.80
 Year 2 - billed in 2025: \$39,493.44
 Year 3 - billed in 2016: \$41,482.80

001	AOS_0365_CBU Cloud Backup for M365 - E1 (Group Z) (Per User Per Month) - Renewal Unlimited Retention, AvePoint Hosted (Azure) GovCloud - (AOS - US) AvePoint Public Sector, Inc. - AOS_0365_CBU Start Date: 07/26/2024 End Date: 07/25/2025	1200.00 EACH	9.60000	11520.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			11520.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010972-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	295556	06/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

002	AOS_0365_CBU Cloud Backup for M365 (Per User Per Month) - Renewal Standard Version, Unlimited Retention, AvePoint Hosted (Azure) GovCloud - (AOS - US) AvePoint Public Sector, Inc. - AOS_0365_CBU Start Date: 07/26/2024 End Date: 07/25/2025	906.00 EACH	28.80000	26092.80
-----	--	----------------	----------	----------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			26092.80
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	37612.80
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010972-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 3

Vendor
 CARAHSOFT
 11493 SUNSET HILLS ROAD
 SUITE 100

RESTON, VA 20190

Tel#7038718500

Ship To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	1295556	06/25/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.		
	37612.80	381889.90
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	06/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/25/24	SCOTT KEARNEY	
Approved	06/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	07/19/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/19/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/19/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/19/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	07/19/24	JOHN PAINE	Auto approved by: 910516727
Approved	07/19/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)
Special Item No. 518210FM	Financial Management Quality Service Management Office

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Office Equipment Company of Mobile Inc for Hurtel Street office furniture for MPRD Mowing Department

Amount of Contract:

\$23,715.28

Funding Source

General fund.

ATTACHMENTS:

1. 20240725 OEC Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Office Equipment Company of Mobile Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Office Equipment Company of Mobile Inc for Hurtel Street
office furniture for MPRD Mowing Department
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,715.28

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: TIPS cooperative purchasing agreement, price lower than/not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11419</u>	2024	(2012) PARKS MAINTENANCE	HURTEL STREET OFFICE FURNITURE FOR MPRD MOWING DIVISION (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON/PRICED BELOW STATE CONTRACT)	\$23,715.28	<u>(150500) OFFICE EQUIPMENT COMPANY OF MOBILE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 1

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER TIPS CONTRACT #200301.

INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT.

THIS INCLUDES DELIVERY UP STAIRS TO THE 2ND FLOOR.

001 FILE FOR DESK, PART #: PL166, FULL PEDASTAL, BOX/BOX/FILE; PART #: CG, LAM: COASTAL GREY; PART #: STD, STANDARD SILVER PULL; MFG: COE	4.00 EACH	243.60000	974.40
1 1000.40.20.2030.2012.2005.0000.0000.44020.			974.40

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	DESK TOP ONLY, PART #: PLT3072, RECTANGULAR TOP, 30"D X 72"W; PART #: CG, LAM:COASTAL GREY; MFG: COE	1.00 EACH	181.65000	181.65
1	1000.40.20.2030.2012.2005.0000.0000.44020.			181.65
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605				
003	DESK CORNER SHELL, PART #: PL163, CORNER DESK SHELL, 36"W X 24"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	308.00000	616.00
1	1000.40.20.2030.2012.2005.0000.0000.44020.			616.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
004	CREDENZA SHELL, PART #: PL129, CREDENZA SHELL, 60"W X 24"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	4.00 EACH	191.45000	765.80

1	1000.40.20.2030.2012.2005.0000.0000.44020.			765.80
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

005	CREDENZA SHELL, PART #: PL143, CREDENZA SHELL, 71"W X 24"D, PART #: CG, LAM: COASTAL GREY; MFG: COE	1.00 EACH	207.55000	207.55
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1	1000.40.20.2030.2012.2005.0000.0000.44020.			207.55
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

006	DESK LECTERN STYLE, PORTABLE/PART #: VCTDC550, MOBILE ADJUSTABLE HEIGHT DESK, MFG: AMZ	1.00 EACH	214.23000	214.23
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.2030.2012.2005.0000.0000.44020.			214.23

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

007 DESK WITH DRAWERS ON BOTH SIDES, PART #: EV6030DP, PALISADES DOUBLE PED DESKS 60" X 30", MFG: COE	6.00 EACH	1156.75000	6940.50
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	6940.50
--	---------

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 6

Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

008 TABLE CONFERENCE, PART #: EVT6, 6FT. CONFERENCE TABLE, MFG: COE	1.00 EACH	984.90000	984.90
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	984.90
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

009 TABLE CONFERENCE, PART #: EV42R, PALISADES-42" ROUND CONFERENCE TABLE; MFG: COE	1.00 EACH	425.25000	425.25
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.2030.2012.2005.0000.0000.44020.			425.25

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

010 CREDENZA, DESK AND BRIDGE, PART #:	1.00	2069.90000	2069.90
EV7230U, PALISADES- U GROUP; MFG:	EACH		
COE			

1 1000.40.20.2030.2012.2005.0000.0000.44020.		2069.90
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
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 Delivery Reference
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 8
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

011	TABLE CONFERENCE, PART #: EV42R, PALISADES- 42" ROUND CONFERENCE TABLE; MFG: COE	1.00 EACH	425.25000	425.25
1	1000.40.20.2030.2012.2005.0000.0000.44020.			425.25

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

012	DESK SHELL, PART #: PL101, DESK SHELL, 71"W X 36"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	258.65000	517.30
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020. Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			517.30
013	DESK RETURN, PART #: PL145L, RETURN REVERSABLE, 48"W X 24"D; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	175.35000	350.70
1	1000.40.20.2030.2012.2005.0000.0000.44020.			350.70

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
014 FILE PART #: PL166, FULL PEDASTAL, BOX/BOX/FILE; PART #: CG, LAM: COASTAL GREY; PART #: STD, STANDARD BLACK PULL; MFG: COE	2.00 EACH	243.60000	487.20
1 1000.40.20.2030.2012.2005.0000.0000.44020.			487.20
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 11
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

015	FILE PART #: PL175, FULL PEDASTAL, FILE/FILE; PART #: CG, LAM: COASTAL GREY; PART #: STD, STANDARD BLACK PULL; MFG: COE	2.00 EACH	249.90000	499.80
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1	1000.40.20.2030.2012.2005.0000.0000.44020.			499.80
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

016	CABINET STORAGE, PART #: PL151, STORAGE CABINET, 36"W X 22"D X	3.00 EACH	606.55000	1819.65
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Bill To	Requisition 00011419-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 12
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Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	PUBLIC WORKS ADMIN.
104 E I-65 SERVICE RD N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
MOBILE, AL 36607	MOBILE, AL 36605
	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	DEEANN POPPLE

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

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Date	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
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07/05/24	150500
	PARKS MAINTENANCE
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LN	Description / Account	Qty	Unit Price	Net Price
	66"H; PART #: CG, LAM: COASTAL			
	GREY; PART #: STD, STANDARD BLACK			
	PULL; MFG: COE			
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1819.65
	Ship To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
	Delivery Reference			
	DEEANN POPPLE			
	Deliver To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
017	HUTCH OPEN, PART #: PL144OH, OPEN	1.00	297.85000	297.85
	HUTCH, 71"W X 36"H; PART #: CG ,	EACH		
	LAM: COASTAL GREY; MFG:COE			
1	1000.40.20.2030.2012.2005.0000.0000.44020.			297.85

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 13
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
018	DOORS PART #: PL44LD_OD, LAMINATE DOOR SET FOR NEW PL144, OUTSIDE DOORS (2 PER SET); PART #: CG, LAM: COASTAL GREY;MFG: COE	1.00 EACH	29.05000	29.05
1	1000.40.20.2030.2012.2005.0000.0000.44020.			29.05
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

019 DOOR PART #: PL44LD_CD, LAMINATE DOOR SET FOR NEW PL144, CENTER DOORS (2 PER SET); PART #: CG, LAM: COASTAL GREY; MFG: COE	1.00 EACH	29.05000	29.05
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	29.05
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

020 TABLE PART #: PLT8R, ROUND TABLE TOP, 48"; PART #: CG, LAM: COASTAL	1.00 EACH	155.05000	155.05
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
GREY; MFG: COE 1 1000.40.20.2030.2012.2005.0000.0000.44020.			155.05
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
021 TABLE BASE PART #: PLTSQ2328, STANDARD HEIGHT SQUARE BASE; PART #: CG, LAM: COASTAL GREY; MFG: COE	1.00 EACH	260.40000	260.40
1 1000.40.20.2030.2012.2005.0000.0000.44020.			260.40

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 16
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
022 FILE CABINET, PART #: PL112, 2 DRW LATERAL FILING CABINET W/ REMOVABLE TOP 36"W X 22"D X 29"H; PART #: CG, LAM: COASTAL GREY; PART # STD, STANDARD BLACK PULL; MFG: COE	1.00 EACH	436.80000	436.80
1 1000.40.20.2030.2012.2005.0000.0000.44020.			436.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 17
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
023	TABLE PART #: PL438THALF, 6' RECTANGULAR TABLE TOP; MFG: COE	1.00 EACH	360.85000	360.85
1	1000.40.20.2030.2012.2005.0000.0000.44020.			360.85

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Deliver To
 PUBLIC WORKS ADMIN.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 18
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
024	TABLE BEAM, PART #: PLTADJMDB4872, ADJUSTABLE BEAM FOR 36"-60"W TABLE TOPS; MFG: COE 1 1000.40.20.2030.2012.2005.0000.0000.44020.	2.00 EACH	63.35000	126.70
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
025	LEG PART #: PLTVAMETLEG, 28-1/2"H METAL OBLIQUE LEG; PART # BK, BLACK; MFG: COE 1 1000.40.20.2030.2012.2005.0000.0000.44020.	2.00 EACH	49.00000	98.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fol Status: Approved
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
026	TABLE TOP PART #: PLT30R, ROUND TABLE TOP 30"; PART #: CG, LAM: COASTAL GREY; MFG: COE	2.00 EACH	98.70000	197.40

1 1000.40.20.2030.2012.2005.0000.0000.44020.	197.40
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Deliver To

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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
027	TABLE BASE, PART #: PLTRB2328, STANDARD HEIGHT ROUND BASE; MFG: COE	1.00 EACH	246.40000	246.40
1	1000.40.20.2030.2012.2005.0000.0000.44020.			246.40

Ship To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
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 DEEANN POPPLE

Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

028	LEG MOUNT PART #: PLTVALEGMOUNT3642, VA LEG MOUNT FOR 36" & 42"W TOPS; BLACK; MGF: COE	1.00 EACH	59.15000	59.15
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 21
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 BEFORE 2:30 P.M.
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020.			59.15
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
029	TABLE DRAFTING, PART #: 2223, DRAFTING TABLE; TOP-ANTHRACITE; BASE-TEXTURED BLACK; MFG: SAF	1.00 EACH	1111.50000	1111.50
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1111.50
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 22
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
030 FREIGHT FOR DRAFTING TABLE	1.00 EACH	185.00000	185.00
1 1000.40.20.2030.2012.2005.0000.0000.44020.			185.00
Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
031 PART #: OECDLINSTALL, DELIVERY, ASSEMBLY & INSTALLATION FOR BACK BUILDING-OEC	1.00 EACH	695.00000	695.00

=====	=====
Bill To	Requisition 00011419-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 23
=====	=====

Vendor	Ship To
OFFICE EQUIPMENT COMPANY OF MOBILE INC	PUBLIC WORKS ADMIN.
104 E I-65 SERVICE RD N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
MOBILE, AL 36607	MOBILE, AL 36605
	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#251-380-7469	Delivery Reference
Fax 251-479-2280	DEEANN POPPLE
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/05/24	150500
	PARKS MAINTENANCE
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2030.2012.2005.0000.0000.44020.			695.00
	Ship To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
	Delivery Reference			
	DEEANN POPPLE			
	Deliver To			
	PUBLIC WORKS ADMIN.			
	1900 HURTEL STREET			
	BEFORE 2:30 P.M.			
	MOBILE, AL 36605			
032	PART #: OECDELINSTALL, DELIVERY & INSTALLATION MAIN BLDG.- PARKS AND REC WILL STAIR CARRY ALL ITEMS TO THE SECOND FLOOR. OEC WILL INSTALL	1.00 EACH	1947.00000	1947.00
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1947.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011419-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 24
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Vendor OFFICE EQUIPMENT COMPANY OF MOBILE INC 104 E I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-380-7469 Fax 251-479-2280	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/05/24	150500				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Requisition Link

Requisition Total	23715.28
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	23715.28	
PARKS MAINTENANCE EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/05/24	KIM CARMODY	Auto approved by: 91055604
Approved	07/05/24	DANIEL OTTO	
Approved	07/25/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/25/24	STEVEN KRONINGER	Auto approved by: 910516727

The Interlocal Purchasing System

Purchasing Made Personal



Printed 25 July 2024

www.coedistributing.com

JMJS Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1020 Franklin Drive Suite 5	NAME Charlie Martin
CITY	Smock	PHONE (866) 839-8477
STATE	PA	FAX (866) 839-8472
ZIP	15480	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AZ | AR | CA | CO | CT | DE | DC | FL | GA | 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 | WV | WI | WY

Overview

COE Distributing is a national office furniture distributor with a passion for creating inspiring work environments. A family-owned business since 1947, COE sources high-quality office furniture with forward-thinking, well-planned design from around the globe. Our developers collaborate with skilled manufacturers to bring exclusive products to market, ensuring each piece meets unwavering quality standards. Our private label OfficeSource offers a line of furniture and accessories always styled right, built right and priced right. Based in southwestern Pennsylvania with distribution centers in North Carolina and Texas, COE boasts an enthusiastic team dedicated to delivering the right solutions for our customers.

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS

JMJS Inc

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller.

Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Reseller Form for TIPS Sales

TIPS Reseller Procedure

Resellers	Address
5 Star Office Furniture Contact: Shannon Contact Phone:(404) 496-4182 Contact Email: shannon@5starofficefurniture.com	2864 Franklin Street Avondale Estates GA 30002 Phone:(404) 496-4182 Fax:
Barrows Office Environments Contact: Kristi Huffman Contact Phone:(540) 362-5700 Contact Email: purchasing@barrowsinc.com	3801 Blue Ridge Dr. Roanoke VA 24018 Phone:(540) 362-5700 Fax:
Office Value Contact: Tony West Contact Phone:(910) 892-7475 Contact Email: tonyw@officevalue.com	300 N Wilson Avenue Dunn NC 28334 Phone:(910) 892-7475 Fax:
Innerspace Architectural Interiors pdoggett@innerspace.com Contact: Paulette Doggett Contact Phone:(251) 433-2730 Contact Email:	201 St Joseph St A Mobile AL 36602 Phone:(251) 433-2730 Fax:

<u>Nelson Interiors</u>	
nelsoninteriors.com Contact: EmilyHoward Contact Phone:(210) 684-2624 Contact Email: emily@nelsoninteriors.com	1914 Grandstand San Antonio TX 78238 Phone:(210) 684-2624 Fax:(210) 684-3214
<u>Norman Company</u>	
http://normancompany.com/ Contact: JoshNorman Contact Phone:(479) 424-1600 Contact Email: josh@normancompany.com	7600 Ball Road Ft Smith AR 72908 Phone:(479) 424-1600 Fax:
OFC Workscapes Contact: Contact Phone: Contact Email: sgathings@ofcworkscapes.com	246 Cahaba Valley Parkway Pelham AL 35124 Phone:(205) 492-9937 Fax:
Office Bam Contact: Mason Terry Contact Phone:(903) 780-2623 Contact Email:	11315 HWY 29 North Tyler TX 75706 Phone:(903) 881-0340 Fax:
Office Enterprises Inc Contact: Wendi Westfall-Pittman Contact Phone:(715) 359-1234 Contact Email: wendi@theoeigroup.com	6002 Municipal Street Weston TX 54476 Phone:(715) 359-1234 Fax:
Office Equipment Company Contact: GeriHolland Contact Phone:(251) 471-3368 Contact Email:	104 East I-65 Service Road North Mobile AL 36607 Phone:(251) 471-3368 Fax:
Office Makers Inc Contact: Amanda Bahan Contact Phone:(281) 574-3800 Contact Email:	1005 Katyland Dr Katy TX 77493 Phone:(281) 574-3800 Fax:
Office Word Contact: Hector Tejeda Contact Phone:(956) 266-6240 Contact Email: officeworldrgrv@gmail.com	615 N Expressway Brownsville TX 78520 Phone:(956) 544-4708 Fax:
<u>Orange Stationers</u>	
www.orangestationer.com Contact: Paul A.Dickerson Contact Phone:(409) 233-9204 Contact Email: paul@orangestationer.com	701 W. Division St Orange TX 77630 Phone:(409) 886-3636 Fax:
<u>Orange Stationers</u>	
http://www.orangestationer.com Contact: Paul Dickerson Contact Phone:(409) 233-9204 Contact Email: paul@orangestationer.com	701 W. Division Street Orange TX 77630 Phone:(409) 233-9204 Fax:
Rays Business Products Contact: Sophie Pineda-Trevino Contact Phone:(956) 624-8362 Contact Email: sophie@raysbusinessproducts.com	200 E. Interstate 2, Suite 1 Pharr TX 78577 Phone:(956) 782-1554 Fax:
<u>Tennessee Office Supply</u>	
www.tnofficesupply.com Contact: Jim Jordan Contact Phone:(432) 677-9257 Contact Email:	3302 Wayfield Drive 100 E Main St. Johnson City TX 37601 Phone:(432) 677-9257 Fax:(432) 677-9275
Terrell Enterprises, Inc Contact: AlBrannon Contact Phone:(334) 382-7415 Contact Email: al@terrellenterprises.com	P.O. Box 461 Greenville AL 36037 Phone:(334) 382-7415 Fax:(334) 382-7416
<u>The Pizzuto Group</u>	
https://www.thepizzutogroup.com/ Contact: RobertPizzuto Contact Phone:(201) 300-7280 Contact Email: robert@thepizzutogroup.com	702 Neill Court Oradell NJ 07649 Phone:(201) 300-7280 Fax:
The Supply Room Company Contact: Woody Woodhouse Contact Phone:(804) 512-3052 Contact Email: Rwoodhouse@thesupplyroom.com	14140 Washington Hwy Ashland VA 23005 Phone:(804) 512-3052 Fax:
<u>Velocity Business Products</u>	
www.velocitybp.com Contact: Jamie Ward Contact Phone:(281) 787-8340 Contact Email: jamie@velocitybp.com	16445 Air Center Blvd #100 Houston TX 77032 Phone:(281) 787-8340 Fax:
Wise Office Supply Contact: LayneWise Contact Phone:(334) 566-3790 Contact Email: wise@troycable.net	1013 S Brundidge S Troy AL 36081 Phone:(334) 566-3790 Fax:
Wittigs Office Interior dba Wittigs Contact: Albert Contact Phone:(361) 424-5188 Contact Email:	3750 Wow Rd Corpus Christ TX 79413 Phone:(361) 424-5188 Fax:
Work Space Solutions Contact: Becky Dorsey Contact Phone: Contact Email:	3666 Thousand Oaks Suite 220 San Antonio TX 78247 Phone:(210) 366-4414 Fax:

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230301	Furniture, Furnishings, and Services	05/31/2028	See EDGAR Certification Doc.
231104	Commercial Cafeteria Equipment and Furniture	01/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230301

Donna Jeffries	PO Contact	(800) 388-8202	customerservice@coedistributing.com
Joe Mathieu	National Sales	(747) 200-7067	joe.mathieu@coedistributing.com

231104

Mandy Janesko	PO Contact	(747) 200-7067	customerservice@coedistributing.com
Joe Mathieu	National Sales	(747) 200-7067	joe.mathieu@coedistributing.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

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System (“TIPS”), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department’s review, the competitive bid process used by TIPS is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing TIPS, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(l)(1), *Ala. Code* 1975, as amended by Act 2021-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 23 Leather Fire Boots and 10 Fire Helmets for MFRD.

Amount of Contract:

\$17,225.00

Funding Source

EMS expense

ATTACHMENTS:

1. 20240723 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 23 sets of Leather Fire Boots and 10
Fire Helmets for MFRD.
EMS expense General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,225.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11355</u>	2024	(1510) FIRE ADMINISTRATION	23 PAIR LEATHER FIRE BOOTS AND 10 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$17,225.00	(<u>198904</u>) <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011355-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 1

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

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
07/03/24	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER QUOTE Q-25147 AND HGAC EE08-19 BOOTS FIRE, LEATHER, PULL ON, BLACK.	23.00	585.00000	13455.00
--	-------	-----------	----------

Additional Description Notes

GL1201420
 Leather 14" Pull On Boot, PER QUOTE Q-25147
 (HGAC)
 Vendor Item
 Inventory Item/Loc 13931

1 6120.70.15.0000.0000.1510.0000.0000.44020.	13455.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011355-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
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
07/03/24	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 HELMET FIRE, MSAC-TRD71C2A122100 Stock 1044, Black, Defender, Blk Nomex Earlaps, Carved Brass Eagle PER QUOTE Q-25147 (HGAC) Vendor Item	10.00 EACH	377.00000	3770.00

1 6120.70.15.0000.0000.1510.0000.0000.44020. 3770.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 17225.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	17225.00	380823.09
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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



Looking for something specific?

Search

Product Information

Product Description

MSA 2024 US Suggested List Price Book (Effective January 1, 2024)

Manufacturer

MSA Safety Sales LLC

Contract

EEOB-19 Emergency Medical & Rescue Equipment

Discount

15

Keyword(s)

Self-Contained Breathing Apparatus, SCBA's

Product Code

EE19ACA

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
-----------------------	-------------	---------------	---------------------	-----------

Vendors Offering This Product

Air Care Inc.

Christopher Thomas
cthomas@aircareinc.biz
Phone: 804-642-9644
Fax: 804-642-6426

Allsource Enterprise LLC dba Safe Industries

Taylor Dowling
tdowling@safesindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Allsource Enterprise LLC dba Safe Industries

Meredith Martin
mmartin@safesindustries.com
Phone: 877-997-7233
Fax: 864-845-7176

Bauer Compressors, Inc.

Keith Hodak
keith.hodak@bauercomp.com
Phone: 925-449-7210
Fax: 925-449-7201

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Conrad Fire Equipment Inc.

Karl Schultz
kschultz@conradfire.com
Phone: 913-780-5521
Fax: 913-780-5251

Fire Protection Equipment Company, Inc.

Matt Costello
mcostello@fireprotection-usa.com
Phone: 804-262-1594
Fax: 804-262-1023

FireLine, Inc.

Ryan McDonel
ryanmcdonell@firelineinc.com
Phone: 770-601-3389
Fax: 770-868-4455

MacQueen Equipment, LLC. dba MacQueen
Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen
Emergency Group

Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-917-9176
Fax: 651-645-6668

Newton's Fire & Safety Equipment, Inc.

Seth Newton
seth@newtonsfire.com
Phone: 800-672-2018
Fax: 336-578-1982

ROI Fire & Ballistics Equipment, Inc.

Jim Geer
jim@roifire.com
Phone: 720-328-8592
Fax: 303-648-5192

SeaWestern, Inc.

Steve Morris
info@seawestern.com
Phone: 425-821-5858
Fax:

Sentinel Emergency Solutions, LLC

Brian Franz
brianfranz@sentinelES.com
Phone: 800-851-1928 / 314-939-1999
Fax: 314-205-9499

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sure-Flo Inc.

Rodney Roberts
rodney@sureflo.net
Phone: 276-233-3131
Fax: 276-236-8090

Ten-8 Fire & Safety, LLC

Cindy Morgan
cmorgan@ten8fire.com
Phone: 321-438-9185
Fax: 941-756-2598

Weidner & Associates, Inc.

Jordan Hicks
jordan@weidnerfire.com
Phone: 801-565-9595
Fax: 801-565-9598

Air One Equipment, Inc.

Martin Svihra
msvihra@aone.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries

William Gray
wgray@safesindustries.com
Phone: 570-249-0324
Fax:

Allsource Enterprise LLC dba Safe Industries

Louis Al Willimon
al@safesindustries.com
Phone: (864) 845-7175
Fax:

Bauer Compressors, Inc.

Dan Koethch
dan.koethch@bauercomp.com
Phone: 925-449-7210
Fax: 925-449-7201

Conrad Fire Equipment Inc.

Karl Schultz
kschultz@conradfire.com
Phone: 913-645-8513
Fax:

Fire & Safety Equipment Co., Inc.

Rodney Lawton
rlawson@fireandsafety.net
Phone: 434-993-2425
Fax: 434-993-2679

FireLine, Inc.

Billy McDonel
wmcdonell@firelineinc.com
Phone: 770-868-4448
Fax: 770-868-4455

L. N. Curtis & Sons

Nick Lloyd
NLloyd@LNCurtis.com
Phone: 877-453-3911
Fax: 602-453-3910

MacQueen Equipment, LLC. dba MacQueen
Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

MSA Safety Sales LLC

Scott McGuire
scott.mcguire@msasafety.com
Phone: 734-742-8028
Fax: 734-741-1588

MSA Safety Sales LLC

John Ricciardi
john.ricciardi@MSASafety.com
Phone: 630-251-2990
Fax: 800-967-0398

Northeast Emergency Apparatus, LLC

Susan Lake
susan@northeastemergencyapparatus.com
Phone: 207-753-0080
Fax: 207-753-0090

SeaWestern, Inc.

Susan Doyle
info@seawestern.com
Phone: 425-821-5858
Fax: 425-823-0636

SeaWestern, Inc.

Steve Morris
steve@seawestern.com
Phone: 425-821-5858
Fax:

Sentinel Emergency Solutions, LLC

Chris Hurst
ChrisHurst@SentinelES.com
Phone: 636-464-5580
Fax: 636-464-5736

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800-642-8484
Fax: 251-928-9933

Ten-8 Fire & Safety, LLC

Blake Ebben
beeban@ten8fire.com
Phone: 800-228-8368
Fax: 941-756-2598

Vogelpohl Fire Equipment

Kevin Klemm
klemm@vogelpohlfire.com
Phone: 859-282-1000
Fax: 859-282-1550

Witmer Public Safety Group

Jeff Tringo
jtringo@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services

View This Contract

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX 77222-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234
Fax: 713-993-4548

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industries Inc for Hurtel Street training room furniture for MPRD Mowing Division

Amount of Contract:

\$48,654.36

Funding Source

General Fund.

ATTACHMENTS:

1. 20240725 Global Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Global Industries Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Global Industries Inc for Hurtel Street training room
furniture for MPRD Mowing Division
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,654.36

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: TIPS cooperative purchasing agreement, price lower than/not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11257</u>	2024	(2012) PARKS MAINTENANCE	HURTEL STREET TRAINING ROOM FURNITURE FOR MPRD MOWING DIVISION (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON/PRICED BELOW STATE CONTRACT)	\$48,654.36	<u>(073476) GLOBAL INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER TIPS CONTRACT #230301.
 INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN. - NANCY BRAMLETT
 001 FILE CABINET, METAL, PART 1.00 311.08000 311.08
 #9342P-3S1, 18"D X 42"W X 40.5"H,
 2 DOOR, 1 FIXED, 1 ADJ SHELF,
 9300P SERIES, UNIVERSAL FILING;
 PART #STD METAL FILE CASE &
 STORAGE FRONT PAINT FINISHES
 (GLOBAL STANDARD PAINT FINISHES);
 PART # GLO GLOBAL STANDARD COLORS;
 PART # BLK 1-BLACK; PART # WSTD
 C-KEY RANDOM (STD); PART # STD
 NON-GSA (COMMERCIAL FURNITURE
 OFFERING); MFG GLB

1 1000.40.20.2030.2012.2005.0000.0000.44020. 311.08

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 PUBLIC WORKS ADMIN.
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 BEFORE 2:30 P.M.
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 PUBLIC WORKS ADMIN.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
002	FILE CABINET, 4 DRAWER, METAL, PART # 9336P-4F1H, 18"D X 36"W X 54" H, 4 FIXED DRAWERS, 9300P SERIES, UNIVERSAL FILING; PART #: STD, METAL FILE CASE & STORAGE FRONT PAINT FINISHES (GLOBAL STANDARD PAINT FINISHES); PART #: GLO, GLOBAL STANDARD COLORS; PART # BLK 1-BLACK; PART # WSTD C-KEY RANDOM (STD); 4H COUNTERWEIGHT NOT REQUIRED; PART #: STD, NON-GSA (COMMERCIAL FURNITURE OFFERING); MFG: GLB	1.00 EACH	721.60000	721.60
1	1000.40.20.2030.2012.2005.0000.0000.44020.			721.60

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Page 3

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 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

003 CHAIR NESTING (FLIP) PART #: 1890, ROMA, POLYPROPYLENE BACK, MEDIUM BACK, FLIP SEATING NESTING CHAIR, ARMLESS, STD 4 LEGGED BASE, STD 2" DUAL WHEEL TRAINING ROOM CHAIRS, CARPET CASTERS, GLOBAL SEATING USA; PART #: 02, GRADE 02; PART #: RELS, RELEASE (GLOBAL); PART #: RL35, 1-THUNDER GREY; PART #: TBL, F-BLACK [TBL]; PART #: C9R, C-BLACK, 2.5" DUAL-WHEEL URETHANE CASTER; MFG: GLB	54.00 EACH	361.68000	19530.72
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	19530.72
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Ship To
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 4

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PUBLIC WORKS ADMIN.
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
BEFORE 2:30 P.M. MOBILE, AL 36605			

004 LECTERN WITH STORAGE, PART #: Z2444LEC, 18-36"D X 24" X 44" H, LECTERN, FEATURES ANGLED STAND, STORAGE, 2 FIXED SHELVES, CASTERS, SHIPPED RTA, ZIRA; (STD) THERMALLY FUSED LAMINATE, HIGH PERFORMANCE (1" THICK); PART #: ZTOP, ZIRA TOP FINISHES; PART #: ASN, 1-ASIAN NIGHT; PART #: A3, F-1" TOP, STANDARD EDGE; PART #: ZBASE, ZIRA STORAGE BASE FINISHES; PART #: ASN, 2- ASIAN NIGHT; PART #: BK, M-BLACK; PART #: STD, NON-GSA (COMMERCIAL FURNITURE OFFERING), MFG: GLB	1.00 EACH	396.88000	396.88
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	396.88
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Ship To
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 5

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

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 PUBLIC WORKS ADMIN.
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

005	CASTERS (FOR ROLLING TABLE) PART #: OTGSL1CSTR, CASTERS, (QTY 1) FOR OTGSTL15 AND OTGSTL28, OTG ACCESSORIES; MFG: OTG	4.00 EACH	7.20000	28.80
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	28.80
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

006	TABLE LEG (FOR ROLLING TABLE), PART #: OTGSTL28, 28"H, OTG METAL SQUARE TABLE LEG, OTG LAMINATE	4.00 EACH	37.80000	151.20
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	SUPERIOR; PART #: OTG, HEIGHT ADJUSTABLE BASE FINISH; PART #: BLK, 1-BLACK; MFG: OTG			

1	1000.40.20.2030.2012.2005.0000.0000.44020.			151.20
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Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

007	TABLE FLIP TOP, PART #: IT1860RX, 18"D X 60"W X 29"H, RECTANGULAR TABLE W/FLIP TOP, EASY TOUCH LEVERS, OFFSET "Y" LEG ON 4 ADJUSTABLE LEVELING CASTERS, CHAMPAGNE LEG FINISH, BLACK CASTERS, WIRE MANAGEMENT CHANNEL INCLUDED, 2GETHER TABLES; (STD) THERMALLY FUSED LAMINATE, HIGH PERFORMANCE (1"THICK); PART # 2TOP,	27.00 EACH	886.16000	23926.32
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 7
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2GETHER LAMINATE TOP FINISHES; PART #: ASN, 1-ASIAN NIGHT; MFG: GLB 1000.40.20.2030.2012.2005.0000.0000.44020.			23926.32
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
008	MODESTY PANEL, PART #: IT60MP, 14. 25"H X 51"W X 2.75"D, ARTICULATING MODESTY FOR USE WITH FLIP TOP OR FIXED 2GETHER TABLES, CHAMPAGNE FINISH, 2GETHER TABLES; MFG: GLB	27.00 EACH	132.88000	3587.76
1	1000.40.20.2030.2012.2005.0000.0000.44020.			3587.76

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Deliver To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Delivery Reference DEEANN POPPLE Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
009	DELIVERY AND ASSEMBLY NOT INCLUDED ON THIS CONTRACT- LABOR IS COMBINED WITH ANOTHER ORDER.	1.00 EACH	0.00000	0.00

1 1000.40.20.2030.2012.2005.0000.0000.44020. .00

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 DEEANN POPPLE

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			

Requisition Link

Requisition Total 48654.36

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.		
	48654.36	
PARKS MAINTENANCE EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	07/02/24	KIM CARMODY	Auto approved by: 91055604
Approved	07/02/24	DANIEL OTTO	
Rejected	07/03/24	DANIEL OTTO	rejected per DeeAnn
Approved	07/03/24	KIM CARMODY	Auto approved by: 91055604
Approved	07/03/24	DANIEL OTTO	
Rejected	07/03/24	SANDRA LEWIS	as per our conversation
Approved	07/25/24	DONALD ROSE	Approved by: 9105fo1a
Approved	07/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/25/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	07/25/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	07/25/24	JOHN PAINE	Auto approved by: 910516727
Approved	07/25/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011257-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 10

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 DEEANN.POPPLE@CITYOFMOBILE.ORG

Delivery Reference
 DEEANN POPPLE

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/24	073476				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

The Interlocal Purchasing System

Purchasing Made Personal



Printed 25 July 2024

www.globalfurnituregroup.com



Global Furniture Group

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	17 West Stow Road	NAME Charlie Martin
CITY	Marlton	PHONE (866) 839-8477
STATE	NJ	FAX (866) 839-8472
ZIP	08053	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Global 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. Our vast product assortment and myriad options cover the needs of workplace, education, and healthcare facilities. The quality of our products is evidenced by our lifetime warranties.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230301	Furniture, Furnishings, and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230301

Katie Higgins	Contracts Supervisor	(856) 552-3784	khiggins@globalfurnituregroup.com
Randi Tirado	Contracts Specialist	(856) 596-3390	rtirado@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

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System (“TIPS”), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department’s review, the competitive bid process used by TIPS is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing TIPS, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(l)(1), *Ala. Code* 1975, as amended by Act 2021-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Marineone Corp dba Rescueone Connector for one 16ft rescue boat w/40HP outboard, one 14ft inflatable boat w/30HP outboard, and one double-stack boat trailer for MFRD.

Amount of Contract:

\$56,946.25

Funding Source

General fund.

ATTACHMENTS:

1. 20240724 Marineone Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 30 June 2024 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Marineone Corp dba Rescueone Connector

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Marineone Corp dba Rescueone Connector for one 16ft rescue boat w/40HP outboard, one 14ft inflatable boat w/30HP outboard, and one double-stack boat trailer for MFRD. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$56,946.25

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: NPP-Gov cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11361</u>	2024	(1510) FIRE ADMINISTRATION	ONE R ONE 1660 RESCUE BOAT W/40HP MOTOR, ONE R ONE 14FT INFLATABLE BOAT W/30 HP MOTOR, AND ONE DOUBLE-STACK TRAILER FOR MFRD (NPP COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$56,946.25	(298481) <u>MARINEONE</u> <u>CORP DBA</u> <u>RESCUEONE</u> <u>CONNECTOR</u>

Adopted:

City Clerk

Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	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
07/03/24	298481				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRAILER BOAT, AS FOLLOWS:	1.00	12648.00000	12648.00
	EACH		

Additional Description Notes

2000 Double Stack Trailer: Double Stack Transport Trailer for (2) Rescue Boats with dual axles, surge brakes on both axles, warn® VR EVO-10,000lb electric winch to raise/lower upper rack powered by an Interstate HD battery, 2 full size spare tires and mounts, LED running lights, lifetime low maintenance poly-runners, winch, & heavy duty jack stand (NPPgov)

Vendor Item

Inventory Item/Loc 14032

1 1000.30.15.1510.1522.1510.0000.0000.44020.	12648.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

002 TRAILER BOAT, AS FOLLOWS:	1.00	2428.00000	2428.00
	EACH		

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

	DSTT - Galvanized Coating Galvanized coating on double-stack trailer			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			2428.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

003	TRAILER BOAT, AS FOLLOWS:	1.00	71.00000	71.00
		EACH		
	Additional Description Notes			

	DSTT - 7-pin Connector Round 7-Pin Connector for DSTT			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	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

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1522.1510.0000.0000.44020.			71.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

004 TRAILER BOAT, AS FOLLOWS:	1.00	257.00000	257.00
	EACH		

Additional Description Notes

DSTT - Ladder Ladder on Passenger Side to Access Upper Platform of DSTT
(Mounted using a stand-off bracket to accommodate a Hinged Motor Mount as
well
(NPPgov)
Vendor Item
Inventory Item/Loc 14032

1 1000.30.15.1510.1522.1510.0000.0000.44020.	257.00
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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 4
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	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

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Date	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
005	TRAILER BOAT, AS FOLLOWS:	1.00	347.00000	347.00
		EACH		
	Additional Description Notes			

	DSTT - Motor Mount - Hinged Swinging Spare Motor Mount on Driver Side,			
	hinges outward for easier & safer loading/unloading of spare motors			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			347.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 5
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
006	TRAILER BOAT, AS FOLLOWS:	1.00	819.00000	819.00
		EACH		
	Additional Description Notes			

	DSTT - Telescoping Ramps Telescoping Ramps to allow launching inflatable			
	boat from upper platform without launching the bottom boat or lowering the			
	upper platform			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			819.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 6
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
007	TRAILER BOAT, AS FOLLOWS:	1.00	1110.00000	1110.00
		EACH		
	Additional Description Notes			

	DSTT - 6.3cf Toolbox 6.3cf Tool/Storage Box mounted at tongue area of a			
	Double-Stack Transport Trailer			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			1110.00

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Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 7
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
008	TRAILER BOAT, AS FOLLOWS:	1.00	209.00000	209.00
		EACH		
	Additional Description Notes			

	DSTT - Trickle Charger Trickle Charger with inlet installed on Double Stack			
	Trailer to Maintain Battery Power Level			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 14032			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			209.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 8
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
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07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
009	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	13427.00000	13427.00
		EACH		
	Additional Description Notes			

	R ONE Series® 1660 Connecting			
	Boat R ONE Series® 1660 Rescue Boat with Navigation Lights, Bilge Pump,			
	"TUFFLOOR" Liner, 2 SeaTool Boxes, and 4 FLOATropes, boat has a 12-volt			
	outlet on the side of the boat			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			13427.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 9
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Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
010	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	3012.00000	3012.00
		EACH		
	Additional Description Notes			

	Command Console			
	Command Console with Mounted Seat, Steering, and Engine Controls			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			3012.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 10
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	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	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
011	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	2652.00000	2652.00
		EACH		
	Additional Description Notes			

	Dive/Rescue Platform Anodized Aluminum Dive/Rescue Platform -			
	Removeable/Stowable, 350lb Capacity			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			2652.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 11
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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07/03/24	298481				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
012	BOAT UNDER 21 FT. AS FOLLOWS:	1.00	954.00000	954.00
		EACH		
	Additional Description Notes			

	Light Bar Mount - Hinged Aluminum Light Bar Mount, 20lb capacity - Hinged			
	(NPPgov)			
	Vendor Item			
	Inventory Item/Loc 1040			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			954.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 12
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
013	BOATS, MOTOR: Mercury® 40hp 4	1.00	7258.00000	7258.00
	Stroke ELPT Mercury® 40HP 4 Stroke	EACH		
	EFI, Electric Start, 20" Long			
	Shaft, Power Tilt/Trim, Prop motor			
	with 6-gal fuel tank (NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			7258.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 13
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	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
07/03/24	298481				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

014 BOAT UNDER 21 FT. AS FOLLOWS:	1.00	3851.00000	3851.00
	EACH		

Additional Description Notes

R ONE iSeries® OB-430-R Inflatable 14'2" HD Inflatable Boat with welded seams, includes high-flow scupper drains, removable seats, storage bags, bow bag, repair kit, 2 paddles, and foot pump
(NPPgov)

Vendor Item
Inventory Item/Loc 1040

1 1000.30.15.1510.1522.1510.0000.0000.44020.	3851.00
--	---------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 14
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
015	BOATS, MOTOR: Mercury 30hp MLH	1.00	5565.00000	5565.00
	Mercury 30hp 4-Stroke, Manual	EACH		
	Start, Long Shaft, Tiller Steer			
	Prop motor includes 6-gal fuel tan			
	(NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			5565.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

016	SCBA Quick Fill Kit SCBA Quick	1.00	300.00000	300.00
	Fill Kit for Inflatable Rescue	EACH		
	Boat (NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			300.00

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 15
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
	RICHARDSONV@CITYOFMOBILE.ORG
SOUTHSIDE, AL 35907	
	Delivery Reference
Tel#2565040716	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
017	Custom Lettering- Inflatable	1.00	532.00000	532.00
	Custom reflective lettering made	EACH		
	of the same fabric of the			
	inflatable boat, includes glue and			
	installation (NPPgov)			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			532.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 16
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

018	IRIG Complete installation, rigging, and pressure testing of inflatable boat (NPPgov)	1.00	450.00000	450.00
	Vendor Item	EACH		

1	1000.30.15.1510.1522.1510.0000.0000.44020.			450.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

019	FREIGHT	325.00	3.25000	1056.25
		EACH		

Additional Description Notes

Shipping Freight charges from Athens, AL to Mobile, AL

Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 17

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	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
07/03/24	298481				FIRE ADMINISTRATION

LN	Description / Account (NPPgov)	Qty	Unit Price	Net Price
	Vendor Item			
	Inventory Item/Loc 14009			

1	1000.30.15.1510.1522.1510.0000.0000.44020.			1056.25
---	--	--	--	---------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total	56946.25
-------------------	----------

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	56946.25	1655469.04
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Queued	07/03/24	DONALD ROSE	Auto approved by: 910520704
Queued	07/03/24	SANDRA LEWIS	Auto approved by: 910520704

=====	=====
Bill To	Requisition 00011361-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 18
=====	=====

Vendor	Ship To
MARINEONE CORP. DBA RESCUEONE CONNECTOR	FIRE CENTRAL SUPPLY
4500 ALABAMA HIGHWAY 77	2851 OLD SHELL ROAD
	MOBILE, AL 36607
SOUTHSIDE, AL 35907	RICHARDSONV@CITYOFMOBILE.ORG
Tel#2565040716	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
07/03/24	298481
	FIRE ADMINISTRATION
-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Queued	07/03/24 STEVEN KRONINGER	Auto approved by:	910520704	
Queued	07/03/24 SAMANTHA COOLEY	Auto approved by:	910520704	
Queued	07/03/24 JOHN PAINE	Auto approved by:	910520704	
Queued	07/03/24 MICHAEL SPAFFORD	Auto approved by:	910520704	

Authorized By: _____ Date: _____

Signature

ONE Boat



Publicly Solicited Contract

START DATE:
July 28th, 2020POTENTIAL END DATE:
July 28th, 2026CONTRACT NUMBER:
PS20235LEAD PUBLIC AGENCY:
League of Oregon Cities

ONE Boat is an industry leader providing high-quality aluminum & inflatable rescue boats. Our boats are suited for a variety of applications including rapid response, surface rescue, flood response, dive rescue, recovery, swiftwater rescue, fire suppression, K-9 search & rescue and more. Options include Dive/Rescue Platform, Center Console, Light Bar Mount, removable Fire Pump System, numerous lighting options & more. Our 2000 Double Stack Transport Trailer is utilized by USAR teams nationwide. With optional Motor Mounts, Davit System, Toolboxes, Ladder & more. Inflatables constructed with welded seams. All boats made to order & fully customizable.

Products on Contract

- R ONE Series® 1660 Connectable Rescue Boat
- R ONE Series® 2000 Double Stack Transport Trailer
- R ONE Series® 2200 Battleship™
- R ONE Series® 380, 430 & 470 Inflatable Rescue Boats

Instructions to Access This Contract

Please [Log in](#) to view complete list of contract documents and instructions.

[Log In](#)

Contract Documents

For Best Viewing Results Download Contract Docs

Click [Here](#) for Viewing Instructions

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service

customerservice@nppgov.com
Phone: 329.8847

Testimonial

“ The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases. ”

Public Employee from Lyon County, Nevada



ONE Boat Overview

ONE Boat is an industry leader providing high-quality aluminum & inflatable rescue boats. Our boats are suited for a variety of applications including rapid response, surface rescue, flood response, dive rescue, recovery, swiftwater rescue, fire suppression, K-9 search & rescue and more. Options include Dive/Rescue Platform, Center Console, Light Bar Mount, removable Fire Pump System, numerous lighting options & more. Our 2000 Double Stack Transport Trailer is utilized by USAR teams nationwide. With optional Motor Mounts, Davit System, Toolboxes, Ladder & more. Inflatables constructed with welded seams. All boats made to order & fully customizable.

Additional Company Information

[ONE Boat Website](#)

[R ONE Series® 2200 Battleship](#)

[R ONE Series® 1660 Specifications](#)

[Double Stack Transport Trailer](#)

ONE Boat Contact Info

sales@theoneboat.com
800.737.2831

ONE Boat Mailing Address

13481 US Hwy 31
Athens, AL 35611

ADDRESS

17930 International
Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847
customerservice@nppgov.com

SOCIAL



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Copyright National Purchasing Partners © 2024

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing NPPGov, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Canon Solutions America for Image digitization services for MPD microfiche records.

General fund.

Amount of Contract:

\$80,647.53

Funding Source

General fund.

ATTACHMENTS:

1. 20240725 Canon Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 June 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Canon Solutions America Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Canon Solutions America for Image digitization services for
MPD microfiche records.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$80,647.53

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

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

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11528</u>	2024	(1530) POLICE ADMIN SERVICES	IMAGE DIGITIZATION SERVICES FOR MPD MIRCOFICHE RECORDS (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$80,647.53	<u>(284041) CANON SOLUTIONS AMERICA INC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved Page 1
--	---

Vendor CANON SOLUTIONS AMERICA INC ONE CANON PARK MELVILLE MW, NY 11747	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
07/02/24	284041				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

PER OMNIA PARTNERS UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755.			
001 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE FOR THE MOBILE POLICE RECORDS DEPARTMENT. PER IMAGE CHARGE FOR IMAGES ITEM CODE: 4234V817	500000.00 EACH	0.01350	6750.00
1 1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
1 1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00

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Bill To	Requisition 00011528-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
CANON SOLUTIONS AMERICA INC
ONE CANON PARK MELVILLE

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MW, NY 11747

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date	Vendor
Ordered	Number
	Required
	Ship
	Via
	Terms
	Department
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07/02/24	284041
	POLICE ADMIN SERVICES
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LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

003	DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
	MICROFILM FROM MICRO FICHE MACHINE	EACH		
	PER IMAGE CHARGE FOR IMAGES ITEM			
	CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

004	DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 3

Vendor
 CANON SOLUTIONS AMERICA INC
 ONE CANON PARK MELVILLE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MW, NY 11747

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	284041				POLICE ADMIN SERVICES

LN	Description / Account	Qty EACH	Unit Price	Net Price
	MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
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 2460 GOVERNMENT STREET
 MOBILE, AL 36606

005	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
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1	1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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Ship To
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 MOBILE, AL 36606

Deliver To
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===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4
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Vendor CANON SOLUTIONS AMERICA INC ONE CANON PARK MELVILLE MW, NY 11747	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	284041				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
006	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011528-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 5

Vendor
 CANON SOLUTIONS AMERICA INC
 ONE CANON PARK MELVILLE

Ship To
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MOBILE, AL 36606

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MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/24	284041				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
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 MOBILE, AL 36606

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 2460 GOVERNMENT STREET
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008 DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER IMAGE CHARGE FOR IMAGES ITEM CODE:4234V817	500000.00 EACH	0.01350	6750.00
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1 1000.30.15.1530.1542.1530.0000.0000.44020.	6750.00
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Ship To
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 MOBILE, AL 36606

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 2460 GOVERNMENT STREET
 MOBILE, AL 36606

009 DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
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Bill To	Requisition 00011528-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
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Vendor
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MOBILE, AL 36606

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POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

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Date Ordered	Vendor Number
07/02/24	284041
Date Required	Ship Via
Terms	Department
	POLICE ADMIN SERVICES
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LN	Description / Account	Qty EACH	Unit Price	Net Price
	MICROFILM FROM MICRO FICHE MACHINE			
	PER IMAGE CHARGE FOR IMAGES ITEM			
	CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

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2460 GOVERNMENT STREET
MOBILE, AL 36606

010	DIGITIZATION SERVICES DIGITIZING	500000.00	0.01350	6750.00
	MICROFILM FROM MICRO FICHE MACHINE	EACH		
	PER IMAGE CHARGE FOR IMAGES ITEM			
	CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.			6750.00
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Ship To
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POLICE HEADQUARTERS

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Bill To	Requisition 00011528-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor
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Date	Vendor
Ordered	Number
07/02/24	284041
Date	Ship
Required	Via
Terms	Department
	POLICE ADMIN SERVICES
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LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET			
	MOBILE, AL 36606			

011	DIGITIZATION SERVICES DIGITIZING	455000.00	0.01350	6142.50
	MICROFILM FROM MICRO FICHE MACHINE	EACH		
	PER IMAGE CHARGE FOR IMAGES ITEM			
	CODE:4234V817			

1	1000.30.15.1530.1542.1530.0000.0000.44020.	6142.50
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012	DIGITIZATION SERVICES DIGITIZING	109100.00	0.05330	5815.03
	MICROFILM FROM MICRO FICHE MACHINE	EACH		
	DOCUMENT CAPTURE - BLACK AND WHITE			
	PER IMAGE ITEM CODE:4358V673			

1	1000.30.15.1530.1542.1530.0000.0000.44020.	5815.03
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Bill To	Requisition 00011528-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

07/02/24	284041				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
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MOBILE, AL 36606

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2460 GOVERNMENT STREET
MOBILE, AL 36606

013	DIGITIZATION SERVICES DIGITIZING MICROFILM FROM MICRO FICHE MACHINE PER HOUR PROJECT MANAGEMENT SERVICE ITEM CODE:4105V314	5.00 HOUR	238.00000	1190.00
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MOBILE, AL 36606

[Requisition Link](#)

Requisition Total

80647.53

Canon

Multifunction Devices and Managed Print Services

Canon Solutions America, Inc., a Canon U.S.A. Company, provides industry-leading enterprise, production print and large format solutions supported by exceptional professional and technical services. With the combined technology offerings of Canon Business Solutions and Océ North America, the new Canon Solutions America helps companies of all sizes improve efficiency, be environmentally conscious and control costs through high volume, continuous feed, digital and traditional printing and document management solutions. Canon Solutions America serves education, government entities and nonprofit organizations through their partnership with OMNIA Partners.

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Nonprofit

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-  State & Local Government

Canon Solutions America holds competitively solicited and publicly awarded cooperative contracts, available to educational institutions and government entities nationwide through OMNIA Partners.

• Print Goods and Services

University of California, CA | 2020002755

VIEW CONTRACT
DOCUMENTATION

CONTACT US



Higher Education Solutions

Solutions for Faculty & Administration

"For a growing number of higher education institutions, budget constraints and security are constant challenges to achieving an ideal learning environment. Canon delivers solutions to help colleges and universities lower costs and improve efficiencies without sacrificing the quality of education."

Managing Faculty Printing & Student Printing Costs

Managing and reducing printing costs on campus can be a real



ADVANCED SOLUTIONS FOR Higher Education

challenge. Universal Login Manager (ULM) and uniFLOW are just two of the Canon solutions that can help influence responsible print behavior. Offering user authentication, usage tracking, and utilization reporting, these Canon solutions can promote cost-conscious printing practices.

Educational institutions need simple and efficient ways to manage student printing costs throughout the campus. With integrations to leading campus management systems, such as Blackboard and CBORD, uniFLOW enables printing costs to be deducted directly from student accounts, making it easy to independently manage a declining balance program.



Convenient and Secure Access from Virtually Anywhere

Educators spend a great deal of time preparing engaging and effective materials. To do this in less time, many instructors now use tablets and other mobile devices. Canon offers mobile solutions that make it easier to assemble custom materials while providing convenient ways to access and print these documents from distribution to colleagues, students and students' parents.

Google Drive™

Educators now use Google Drive™ continuously to access course documents and Canon has multiple ways to use the imageRUNNER ADVANCE system to interact with Google Drive. From the touch-screen of the MFP, faculty, staff and students can retrieve saved course materials directly from their Google Drive folder using uniFLOW. In addition, uniFLOW allows users, through their Google accounts, to store their documents in the cloud on Google's servers and print to Web-connected printers from any Web-enabled device, from phones to tablets to Chromebooks to PCs.

Canon Mobile Print

Instructors that need to print hard-copy versions of their course documents in a hurry can print them through a suite of Canon mobile printing solutions. With peer-to-peer, and cloud-based mobile print and scanning solutions, such as Canon Direct Print and Scan from Mobile, the Canon Mobile Print app and EFI™ PrintMe®, instructors can send course materials from their smartphones or tablets in minutes and retrieve hard-copy versions of the document from the device output tray.

uniFLOW Mobile Printing

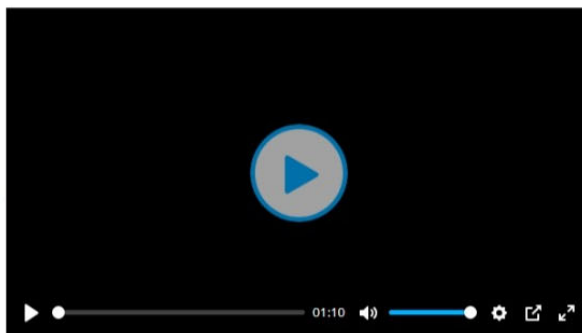
With concerns regarding unauthorized access or distribution of confidential student information, educators also need the ability to print sensitive information directly from their mobile devices with confidence. With uniFLOW Mobile Printing – a server-based mobile print and scan application that runs on tablets and smartphones - documents are printed securely and actions are easily tracked for overall reporting.

State and Local Solutions

For over 35 years, Canon U.S.A. has been serving U.S. State and Local Governments, providing a full portfolio of imaging solutions, including hardware, software and service, to help your office operate with outstanding efficiency, reliability and security.

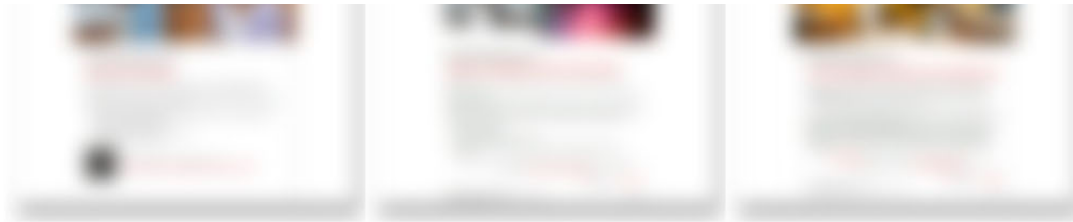
Advanced Scanning Solutions

Canon imageFORMULA document scanners help government agencies eliminate the challenges caused by paper-based workflows and the management of digital files. Our scanning solutions can help streamline the document digitization process by preserving and delivering high-quality information accurately.



CSA Resources





Going Green?

An Environmentally Responsible Company

"At the heart of Canon's commitment to the world community is the belief that we are building a better world for future generations."

Yoroku Adachi, President and CEO, Canon U.S.A., Inc.

In the spirit of our corporate philosophy, all people, regardless of race, religion or culture, harmoniously living and working together into the future Canon takes an approach to business that is socially responsible and economically logical. We work to harmonize environmental commitment and economic interests in all our business activities. We believe this balance is essential to sustain prosperity for future generations.

Contact Information

csa.canon.com
1-844-443-INFO

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Montgomery, AL 36104-4338



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

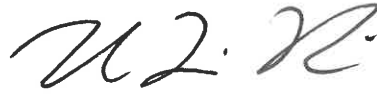
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Pioneer Pool Products Inc for chemicals for MPRD swimming pools and some splash pads. For 6 mos, renewable for additional periods for total NTE 3 years.

Amount of Contract:

NA; as needed at item-based unit pricing.

Funding Source

General fund.

ATTACHMENTS:

1. 20240725 Pool Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 30 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Swimming Pool Chemicals

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Pioneer Pool Products Inc for chemicals for MPRD swimming pools and some splash pads. For 6 mos, renewable for additional periods for total NTE 3 years. General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5890

How many bidders received bid packages (if applicable): 9 + web

How many bidders submitted bids (if applicable): 5

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5890</u>	Swimming Pool Chemicals	9	See bid tab	For six months, then renewable for agreed upon additional-periods, for up to a total of 3 years.	<u>(289966) Pioneer Pool Products Inc</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5890

SWIMMING POOL CHEMICALS

VENDORS		PIONEER POOL PRODUCTS INC	ALABAMA POOL WORKS	LESLIES POOLMART, INC	LADD SUPPLY	CHEMRITE, INC
Line	Items					
1	Light Soda Ash 50lb bag					
Brand	Industrial chemicals	\$ 36.92	\$ 31.92	\$ 36.18	\$ 14.15	NB
12108					5lb pail	
2	Calcium Hypochlorite 100lb Drum					
Brand	Refresh 68%	\$ 242.56	\$ 248.00	\$ 329.00	\$ 399.00	\$ 212.00
12109						
3	Sodium bicarbonate 50 lb bag					
Brand	Church and Dwight/Suncoast	\$ 25.67	\$ 32.84	\$ 38.18	\$ 45.55	NB
12114					25lb pail	
4	Chlorine Tablets 3" Slow Dissolving 50lb pail					
Brand	Regal	\$ 199.28	\$ 188.50	\$ 237.99	\$ 195.00	NB
13904					35 lb pail	
5	Algaecide 3 month 8191637 per gallon					
Brand	Natural Chemistry	\$ 63.74	\$ 61.50	\$ 86.99	\$ 18.90	NB
17114					per quart	
6	Clarifier, Water, Pool and Spa per gallon					
Brand	Regal	\$ 52.35	\$ 46.99	\$ 46.89	\$ 15.00	NB
17113					per quart	
7	Stabilizer 50 lb pail					
Brand	Regal	\$ 80.00	\$ 93.75	\$ 217.49	\$ 230.00	NB
				quoted 100 lb drum	25 lb pail	
8	Muriatic Acid per gallon					
Brand	Biolab	\$ 7.08	\$ 7.49	\$ 9.10	\$ 5.85	NB
	4 gallons to case					
9	Liquid Chlorine per gallon					
Brand	Champion	\$ 8.34	\$ 6.59	\$ 7.73	\$ 5.90	NB
	4 gallons to case					
	TOTAL	\$ 715.94	\$ 717.58	\$ 1,009.55	\$ 929.35	
				Quote does not meet unit of measure specifications for storage and handling purposes	Quote does not meet unit of measure specifications for storage and handling purposes	Vendor disqualified this was all or none

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: _____ en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE 07/01/2024	BID NO. 5890	DEPARTMENT Parks and Recreation	Commodities to be delivered F.O.B. Mobile to: As Stated in Bid
--------------------	-----------------	------------------------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM FRIDAY, JULY 12, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SWIMMING POOL CHEMICALS Swimming Pool Chemicals for a period of six (6) months from date of award. This Bid will be awarded ALL OR NONE. Appx 10-150 Sacks Light Soda Ash. Brand _____ Price per 50 lb. Sack _____ 12108 Appx 10-250 Drums Calcium Hypochlorite. Brand _____ Price per 100 lb. Drum _____ 12109 Appx 30-300 Bags Sodium Bicarbonate. Brand _____ Price per 50 lb. Bag _____ 12114 Appx 10-100 Pails Chlorine Tablets 3" size, slow dissolving only. Brand _____ Price per 50 lb. Pail _____ 13904 The City of Mobile waives item 15 on reverse of page 1.					
	Page 1 of 4		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 4						
Appx 1-100 Gals	Algaecide, 3 month #8191637 Brand _____ Price per Gallon _____					
					17114	
Appx 1-100 Gals	Clarifier, Water, Pool and Spa #8191728 Brand _____ Price per Gallon _____					
					17113	
Appx 1-75 Pails	Stabilizer Brand _____ Price per 50 lb. Pail _____					
Appx 10-100 Pails	Muriatic Acid Brand _____ Price per 1 gallon jugs _____ How is this sold? (1 gallon, or 2- 1 gallon to a case, or 4- 1 gallon to a case) _____					
Appx 1-75 Pails	Liquid Chlorine Brand _____ Price per 1 gallon jugs _____ How is this sold? (1 gallon, or 2- 1 gallon to a case, or 4- 1 gallon to a case) _____					
THE ABOVE TO BE AWARDED ALL OR NONE						
The City reserves the right to request samples of chlorine tablets to test dissolve rate.						
Furnish Factory Literature & Specifications.						
The minimum quantities shown below will be the initial order for which the vendor is responsible to deliver to the City.						
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 The initial order which is to be delivered by the successful vendor (s) to the Mechanical Department will consist of the following: 10 - sacks of Soda Ash, Light 50 lb sacks. 10 - drums of Calcium Hypochlorite, 100 lb drum. 30 - bags of Sodium Bicarbonate, 50 lb bags. 10 - pails of Chlorine Tablets, 3" size slow dissolving only; 50 lb/pail. 1 - Algaecide, 3 month #8191637 gallons or equal to 1 - Clarifier, Water, Pool and Spa #8191728 gallons or equal to 1 - Stabilizer, 50 lb/pail 10 - Cases of 4/ 1 gallon jug of Muriatic Acid 10 - Cases of 4/ 1 gallon jug of Liquid Chlorine Successful bidder shall be responsible for storing and making available for immediate purchase on an as needed basis. Successful bidder must have a local place of business where chemicals will be available for 'Pick-Up' during regular business hours Monday through Friday. 'Pick-Up' availability shall be local. All requested deliveries to be F.O.B. Mechanical Maintenance Dept., 48 N. Sage Ave., Mobile, Alabama 36607. Pricing to be firm for the six (6) month period from date of award. At the option of the City of Mobile and the successful vendor(s), the award may be extended. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Page_____ of _____

Page 931 of 1032



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

CAPITAL PROJECT #: G-SAFETY23 (20002000-48010)
)

CONTRACT AMOUNT: \$49,220.00 DATE OF
RECEIPT:

ARCHITECTURAL ENGINEERING PROJECT #: CT-050-
24

PROJECT DESCRIPTION: Install motors on existing vehicle crash gates.

VENDOR NAME: Sidney P. Barbour DBA: All State Fence

VENDOR
NUMBER: 299151

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/01/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Install motors on existing vehicle crash gates.

Amount of Contract:

\$49,220.00

Funding Source

G-SAFETY23 SAFETY MEASURES AT MOBILE CRUISE TE (20002000-48010)

ATTACHMENTS:

1. Package CT-050-24_CT Motorized Gates with Conditions Attached

REVIEWERS:

Emma Dean

Cassie Boatwright

Randy Threadgill

Chris Kern

James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Sidney P. Barbour DBA: All State Fence

Project Name: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

Project Number: CT-050-24

Amount: \$49,220.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

CAPITAL PROJECT #: G-SAFETY23 (20002000-48010)

CONTRACT AMOUNT: \$49,220.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-050-24

PROJECT DESCRIPTION: Install motors on existing vehicle crash gates.

VENDOR NAME: Sidney P. Barbour DBA: All State Fence

VENDOR NUMBER: 299151

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 07/01/2024

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____.

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

And the Contractor: Sidney P. Barbour
DBA: All State Fence
696 Russell Woods Dr
Lynchburg, Va. 24502

City Business License No.: 129364
Unique Identity Identifier (UEI) No: KRE4AJK8WNJ3
Secretary of State Registration No: Sole Proprietor

For the following Project: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-050-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described 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 Bids documents dated May 8, 2024 prepared by the City of Mobile's Architectural Engineering Department that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is and Forty Nine Thousand Two Hundred Twenty-Two 00/100 Dollars (\$49,220.00). There is no Contingency Allowance.

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. The proposal 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.

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 by Wednesday, September, 2024. The contractor shall submit to the city an Affidavit of Completion from a newspaper, final invoice and other documents by Wednesday November 6, 2024.

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. /\$1,000,000 Aggregate on a "Per Project" Basis.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

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

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

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

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

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless 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 one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

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

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

To Contractor: Sidney P. Barbour, Owner
DBA: All State Fence
696 Russell Woods
Dr Lynchburg, Va. 24502
301-915-4652

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. For Contracts over \$50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication (Affidavit from the newspaper) to the Project Manager. 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 Sidney P. Barbour DBA: All State Fence 696 Russell Woods Dr Lynchburg, Va. 24502 has completed the contract for City of Mobile, Alabama Cruise Terminal – Motorized Vehicle Gates, CT-050-24, in 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 two (2) year Labor and Materials Warranty on company letterhead with Closeout Submittal.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request Bids documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement and the Request for Bids Documents, 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 Bid documents and attachments dated May 8, 2024, as prepared by the City of Mobile Architectural Engineering Department,
2. Addendum No 1, dated May 10, 2024, Addendum No 2, dated May 20, 2024,
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract: Sidney P. Barbour

CONTRACTOR: Sidney P. Barbour

DBA: All State Fence

Sidney P. Barbour
By Signature

SIDNEY P. BARBOUR - OWNER
Sidney P. Barbour, Owner

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sidney P. Barbour as Owner of Sidney P. Barbour DBA: All State Fence 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 10th day of July, 2024.

Bruce Wayne Miller
NOTARY PUBLIC

My Commission Expires: 7/31/2024

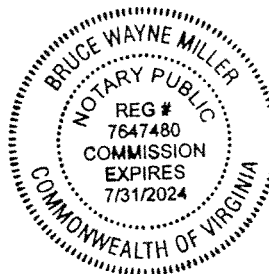


EXHIBIT A
SCOPE OF WORK

City of Mobile, Alabama Cruise Terminal
Motorized Vehicle Gates

201 South Water Street
Mobile, Alabama 36602

Project #CT-050-24

The work of this contract provides motorized operators for all three vehicle gates at the Cruise Terminal facility.

END OF SCOPE OF WORK



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. 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	ALL STATE PERMITS
Address	686 RUSSELL WOODMAN - LYNNHURST VA 24502
Telephone	301-915-4652
E-Mail	ENTAIL@STATE.VIRGINIA.NET

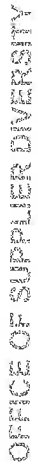
RFP/RFQ Solicitation Number	CT-050-24
Project Description	BARBARA CRUISE TERMINAL IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: SIDNEY P. BARBER Date: MAY 24, 2024
Signature: Sidney P. Barber
Title: OWNER

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

Name: SIDNEY P. BARBER Title: OWNER
Email: ENTAIL@STATE.VIRGINIA.NET Phone:



CITY OF MOBILE

FORM 1: Background and Plan (Cont'd)

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

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: ALL STATE FENCE Phone 301-915-4652 Email CRISTIAN.SPAN@ALLSTATEFENCE.COM
Contact Person: SIMONE P. RAMOS

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

			12/14
		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.	
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.	
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.	

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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



Company ID Number: 1216726

Approved by:

Employer ALL STATE FENCE	
Name (Please Type or Print) SIDNEY P BARBOUR	Title
Signature Electronically Signed	Date 07/26/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/26/2017



Company ID Number: 1216726

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	ALL STATE FENCE
Company Facility Address	696 RUSSELL WOODS DR LYNCHBURG, VA 24502
Company Alternate Address	
County or Parish	CAMPBELL
Employer Identification Number	471057998
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R&A INSURANCE, INC. 16918 York Road Monkton, MD 21111	CONTACT NAME:		
	PHONE (A/C, No, Ext): (410) 833-7666	FAX (A/C, No): (410) 833-3564	
	E-MAIL ADDRESS: certificates@rarisk.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Erie Insurance Company	26263	
INSURED All State Fence Sidney Barbour D/B/A 696 Russell Woods Drive Lynchburg, VA 24502	INSURER B : Erie Insurance Exchange	26271	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	Q61-0278775	6/4/2024	6/4/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liab						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY	X	X	Q06-2531162	6/25/2024	6/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR			Q30-2570525	6/25/2024	6/25/2025	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N		N / A				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)

Project Name: City of Mobile, Alabama Cruise Terminal - Motorized Vehicle Gates

Project Number: CT-050-24

City of Mobile is included as additional insured on General Liability and Auto policies when required by written contract. Coverages are primary and non-contributory. Umbrella follows form. Waiver of Subrogation applies in favor of additional insured on General Liability and Auto policies when required by written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

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:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. 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 described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above 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.

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 described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Damage To Premises Rented To You - Fire Legal Liability

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

C. Non-Owned Watercraft

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft**, Paragraph **2)a)** is deleted and replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. Health or therapeutic service, treatment, advice, or instruction.

E. Volunteer Workers - Medical Payments

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

F. Attorneys' Fees

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. Municipal Supervisors

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

H. Non-Owned and Hired Automobile Liability Insurance Coverage

1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
 - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. Exclusions

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

a. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody, or control of the insured.

b. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

c. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

d. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

3. **Section II - Who Is An Insured**

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

4. The following are not included under **Section II - Who Is An Insured**:

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-

owned auto", or any agent or employer of such owner or lessee; or

- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance**:

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

I. **Additional Insured – Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured**:

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions**:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
 - b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
 - c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.
3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Additional Insured – Mortgagee, Assignee, or Receiver

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract 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 their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

K. Additional Insured – Lessor of Leased Equipment

1. The following is added under **Section II - Who Is An 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", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions**:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

L. Damage to Customers' Autos Coverage – Legal Liability

1. The following is added to Paragraph 1. under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement:**

Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability**:

a. Owned, Rented, or Demo Autos

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

b. Employee Dishonesty

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

c. Wear and Tear

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

d. Defective Parts or Faulty Work

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to "property damage" to "your work" arising out of it or any part of it.

e. Racing, Speed, or Demolition Contests

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions**:

Deductible

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

Kentucky Only: Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions**:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

M. Waiver of Subrogation

Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

N. Primary and Non-Contributory Insurance

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.:**

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.

O. Definitions

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

CANCELLATION NOTICE TO DESIGNATED ENTITY

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days (IL – 60 days) before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

(VIRGINIA)

This enhancement endorsement modifies coverage provided in your Virginia Commercial Auto Policy (VACAP; Ed. 9/10) by amending language provided in forms CA0001 (Business Auto Coverage Form; Ed. 3/10), CA0116 (Virginia Changes – Business Auto Coverage Form; Ed. 10/15), and ADVA01 (Xtra Features Policy Change Endorsement; Ed. 3/16). It provides coverage enhancements to the following portions of your Commercial Auto Policy:

SECTION I – COVERED AUTOS

SECTION I – COVERED AUTOS is amended by the addition of the following Paragraph:

E. Hired Autos

Coverage for hired “autos” is provided for up to 45 days anywhere in the world, but coverage only applies to hired “autos” when the “auto” is hired, leased, rented or borrowed for use in your business without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

Physical Damage coverage up to \$100,000 actual cash value is provided on an excess basis for “autos” you hire, lease, rent or borrow if there is a covered “auto” we insure on the policy with physical damage coverage. A \$500 deductible applies per “loss”.

The following subparts are added to this section:

SECTION II – LIABILITY COVERAGE

Paragraph A.1. Who Is An Insured is amended with the addition of the following Paragraphs:

- d.** any employee of yours while using an “auto” you do not own, borrow or hire in your business or personal affairs.
- e.** any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180th day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization.

No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a Named “Insured” in the Declarations.

- f.** any person or organization with whom you agreed in a written contract, written agreement, or written permit to add as an additional “insured” on your policy is an additional “insured”. Such person or organization is an additional “insured” only with respect to your ownership, maintenance or use of an “auto” we insure. This coverage is primary and noncontributory with respect to the additional “insured”.

SECTION III – PHYSICAL DAMAGE COVERAGE

Paragraph A.4. Coverage Extensions is amended by the addition of the following:

h. Towing and Labor

We will pay reasonable towing and labor costs to any covered “auto” you own. Labor must be done at the sight of the disablement.

i. Replacement Cost Coverage

We will pay full replacement cost coverage for any covered “auto” or “trailer” you own that is involved in a total “loss” resulting from an “accident” or theft that occurs within 90 days of the purchase date. The covered “auto” or “trailer” must have been purchased new by you (never previously titled), owned by you, and scheduled on the policy Declarations.

j. Auto Loan/Lease Coverage

In the event of a total “loss” to a covered “auto” shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

- 1.** The amount paid under the Physical Damage Coverage section of the policy; and
- 2.** Any:
 - a.** Overdue lease/loan payments at the time of the “loss”; and
 - b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

The covered “auto” must have been leased or purchased new, and not previously titled to another person or corporation.

You are responsible for any deductibles that may apply.

k. Loss of Use Expenses – Income Protection

We will pay up to \$200 per day for loss of income resulting from a Comprehensive or Collision “loss” to a “covered auto” if the “loss” is caused by an interruption of business use of that “auto”. The following provisions apply:

1. Coverage starts 48 hours after the date of the “loss” that causes the downtime. Downtime refers to the exact number of days the “covered auto” is down and cannot be used for business purposes;
2. Payment ends on the date the “auto” is returned to you in useable condition, or a replacement “auto” is made available to you. However, this coverage shall not exceed 30 days from the time payment begins;
3. You are required to make necessary replacement or repairs to resume operations as soon as possible;
4. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
5. Coverage does not apply if a similar replacement vehicle is available that you could use to continue or resume business operations.

The following additional coverages are provided:

MEDICAL EVACUATION BENEFITS

If an emergency evacuation is required because of injury to you that results from an “accident” to a covered “auto”, and a physician determines that adequate medical care cannot be performed locally if such injuries are suffered outside of the United States, the following benefits and expenses will be provided:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if you are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;

4. special transportation costs to return you to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by you, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed \$50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

REPATRIATION BENEFIT

If you die from injuries suffered in a covered “accident”, we will pay for expenses incurred for the preparation and transportation of your body back to the United States. The maximum benefit payable under this coverage shall not exceed \$25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on your Declarations:

ADDITIONAL TRANSPORTATION EXPENSES

4. Coverage Extensions

Paragraph a. Transportation Expenses is deleted in the policy and policy change endorsement ADVA01 and replaced by the following:

- a. We will pay for temporary transportation expenses incurred by you resulting from a covered “loss” under Comprehensive coverage, Fire, Theft and Windstorm coverage, Specified Causes of Loss coverage, and Collision coverage. We will pay these expenses until:
 - a. the covered “auto” is returned to you in reasonable condition; or
 - b. we offer settlement;

whichever comes first. The payment for transportation expenses resulting from a Comprehensive “loss”, a Fire, Theft and Windstorm “loss”, or a Specified Causes of Loss “loss” will not exceed \$65 per day nor total more than \$2,925 per “loss” unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision “loss” will not exceed \$65 per day nor total more than \$2,925 per “loss” unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

SECTION IV – BUSINESS AUTO CONDITIONS

*Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:*

We waive any right of recovery we may have against a person or organization identified as an Additional Insured because of payments we make for injury or damage arising out of the ownership, maintenance or use of an “auto” under a contract with that Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS CATASTROPHE LIABILITY EXTRA COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Incidental Medical Malpractice

1. The following is added to Paragraph 1., - **Insuring Agreement of Section I - Bodily Injury And Property Damage Liability**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2.S. - **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.

3. The following is added to **Section V - Definitions**:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

B. Products Redefined

The following is added to the definition of "products-completed operations hazard" of **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on the premises you own or rent.

C. Waiver of Subrogation

Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions is deleted and replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. We waive any right of recovery we may

have against an additional insured covered under this policy, but this waiver applies only with respect to payments we have made under Section I, Coverage A for "bodily injury" or "property damage" caused by an "occurrence" under this Coverage

D. Primary and Non-Contributory Insurance

When required by a written contract or agreement that the insurance provided to any person or organization which qualifies as an additional insured under this insurance is also to apply on a primary basis, or on a primary and noncontributory basis, then, only to the extent required by such written contract or agreement:

1. This insurance will apply before any other insurance that covers such person or organization for "bodily injury" and "property damage" as a named insured; and
2. We will not share with that other insurance.

However, this provision applies only if the "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place or is committed after you have signed the written contract or agreement.

E. Watercraft

Under **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – 2. Exclusions – j. Aircraft or Watercraft, Paragraph 2)a)** is deleted and replaced by the following:

- a) Less than 51 feet long; and

F. Definitions

"Bodily injury" of **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury.

COMMERCIAL LIABILITY UMBRELLA 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 Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. 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 to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" 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 the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) The "bodily injury" or "property damage" occurs during the policy period; and
 - 3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - 2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- 1) That the insured would have in the absence of the contract or agreement; or
- 2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- 1) Causing or contributing to the intoxication of any person;
- 2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 1), 2) or 3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- 1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- 2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- 1) An "employee" of the insured arising out of and in the course of:
 - a) Employment by the insured; or
 - b) Performing duties related to the conduct of the insured's business; or
- 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person's employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **a), b), or c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **a), b)** or **(c)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- 1) "Bodily injury" or "property 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; or
- 2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- 4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or
- 5) Aircraft that is:

- a) Chartered by, loaned to, or hired by you with a paid crew; and
- b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- 1) Property:
 - a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- 2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3) Property loaned to you;
- 4) Personal property in the care, custody or control of the insured;
- 5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1)b), 3), 4), 5) and 6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs 3) and 4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph 6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- 1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- 2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1) "Your product";
- 2) "Your work"; or
- 3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- 1) Legal, accounting or advertising services;

- 2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- 3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- 4) Engineering services, including related supervisory or inspection services;
- 5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- 6) Any health or therapeutic service treatment, advice or instruction;
- 7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- 8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- 9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- 10) Body piercing services;
- 11) Services in the practice of pharmacy;
- 12) Law enforcement or firefighting services; and
- 13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- 2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- 3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- 4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. 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 to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense 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 the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury":

- 1) **Knowing Violation Of Rights Of Another**

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

- 2) **Material Published With Knowledge Of Falsity**

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- 3) **Material Published Prior To Policy Period**

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- 4) **Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured.

- 5) **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- a) Liability for damages that the insured would have in the absence of the contract or agreement.
- b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

- 6) **Breach Of Contract**

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

- 7) **Quality Or Performance Of Goods – Failure To Conform To Statements**

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

- 8) **Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

- 9) **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- 10) **Insureds In Media And Internet Type Businesses**

Committed by an insured whose business is:

- a) Advertising, broadcasting, publishing or telecasting;
- b) Designing or determining content of web sites for others; or
- c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- 11) **Electronic Chatrooms Or Bulletin Boards**

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

- 12) **Unauthorized Use Of Another's Name Or Product**

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

- 13) **Pollution**

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- 14) **Employment-related Practices**

To:

- a) A person arising out of any:
 - i) Refusal to employ that person;
 - ii) Termination of that person's employment; or
 - iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **i), ii)** or **iii)** above is directed.

This exclusion applies whether the injury- causing event described in Paragraph **(i), (ii)** or **iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

15) **Professional Services**

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- a) Legal, accounting or advertising services;
- b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d) Engineering services, including related supervisory or inspection services;
- e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f) Any health or therapeutic service treatment, advice or instruction;
- g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

- i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j) Body piercing services;
- k) Services in the practice of pharmacy;
- l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

16) **War**

However caused, arising, directly or indirectly, out of:

- a) War, including undeclared or civil war;
- b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

17) **Recording And Distribution Of Material Or Information In Violation Of Law**

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

- 1) Agrees in writing to:

- a) Cooperate with us in the investigation, settlement or defense of the "suit";
- b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- c) Notify any other insurer whose coverage is available to the indemnitee; and
- d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- 2) Provides us with written authorization to:

- a) Obtain records and other information related to the "suit"; and
- b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - 1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - 2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - 3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- 4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - 5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
- 1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph a)i) or ii) above.
 - b) "Property damage" to property:
 - i) Owned, occupied or used by;
 - ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - 2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - 3) Any person or organization having proper temporary custody of your property if you die, but only:
 - a) With respect to liability arising out of the maintenance or use of that property; and
 - b) Until your legal representative has been appointed.
 - 4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - 1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - 2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - 3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - 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 or semitrailer 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.
 - 6) "Employees" with respect to "bodily injury" to:

- a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a)** above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – 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, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph **2.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **III** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. 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 involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation 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.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part 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 Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - 1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. 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 and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be 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 which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. 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 the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments 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 Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You 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.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- 5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- 1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- 2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- 3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - 1) Equipment designed primarily for:
 - a) Snow removal;
 - b) Road maintenance, but not construction or resurfacing; or
 - c) Street cleaning;
 - 2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
 However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "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.
16. "Pollution cost or expense" means 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".
17. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - 1) Products that are still in your physical possession; or
 - 2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in your contract has been completed.
 - b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by one insured; or

- 2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "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 settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":

a. Means:

- 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a) You;
 - b) Others trading under your name; or
 - c) A person or organization whose business or assets you have acquired; and
- 2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

- 1) Work or operations performed by you or on your behalf; and
- 2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- 2) The providing of or failure to provide warnings or instructions.

Agreement

Alabama Law Enforcement Agency

Homeland Security Grant Program

Subgrant Award

The Alabama Law Enforcement Agency hereby awards to

City of Mobile (Subgrantee)

Project Title:	<i>Safety Measures at Mobile Cruise Terminal</i>	Award Amount:	\$120,114.00
Subgrant Number:	2023-3LOC-STS-62	Subgrantee Unique Entity Identifier Number:	QV8KPHH9J8A3
Subrecipient(s):		Fiscal Year:	2023
Is the Award Amount different from the Amount Requested?	Yes	No	☒
Effective Date:	Begin: 10/1/2023	End:	9/30/2024
Date Amended:		Amended End Date:	
Federal Award Number:			EMW-2023-SS-00068
CFDA Number:			97.067
Is there a Funding Hold required?	Yes ☒	No	Released

Funding Hold - Additional Information Required:

Until the hold is released, the recipient is prohibited from obligating or expending funds. To release this hold, additional information (listed below) is required.

EHP submission required.

Notice of Award:	☒	Award Date:	10/12/2023
Agreement Conditions			

☒ By checking this box, I acknowledge that I have read and understand the terms and conditions hyperlinked above. *

[Conditions Regarding Lobbying and Other Responsibility Matters](#)

☒ By checking this box, I acknowledge that I have read and understand the terms and conditions hyperlinked above. *

[Nationwide Cybersecurity Review](#) (***Must be completed between Oct. 1 - Feb. 28***)

☒ By checking this box, I acknowledge that I am required to complete this survey in compliance with the FEMA requirement by uploading a screen shot of the completed survey below. *

[2023 NCSR Completion Certificate.pdf](#)

Signatures

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and Local laws that apply; that all information presented is correct that there has been appropriate coordination with affected agencies; that i am dually authorized to perform the tasks of the Authorized Official to sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the sub grantee; and, that the receipt of these funds will not supplant state or local funds.

	Official Authorized:	William Stimpson	Mayor	10/20/2023
[X]	State Homeland Security Advisor:	James S. Moseley Jr.	Homeland Security Advisor	11/8/2023

**Alabama Law Enforcement Agency
Homeland Security Grant Program
Subgrant Agreement Terms and Conditions**

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- I. Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing.
- II. Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- III. Activities Conducted Abroad
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- IV. Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- V. Alabama Mutual Aid System (AMAS) Agreement
When funding is provided for AMAS related activities, the Subrecipient agrees to remain a party to the AMAS Agreement.
- VI. Allowable Costs
The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable C.F.R. referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

VII. Americans with Disabilities Act of 1990 (ADA)

The Subrecipient must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified, as amended, at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

VIII. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

IX. Applicable Federal Regulations & Guidance

The Subrecipient, as defined in 2 C.F.R. § 200.1, must comply with the Code of Federal Regulations (C.F.R.), as applicable: 2 C.F.R. Chapter I, and Chapter II, §§ 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; to request reimbursement only for expenditures made in accordance with the "Approved Budget Worksheet." Any modification to the Approved Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager, as designated by ALEA, prior to the execution of that modification.

X. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB

Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

XI. Audit Requirements

The Subrecipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 C.F.R. § 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by the Alabama Law Enforcement Agency (ALEA) and/or any of its duly authorized representatives. If required, the audit report must specifically state that the report was done in compliance with 2 C.F.R. § 200, Subpart F – Audit Requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Subrecipient has not expended the amount of federal funds that would require a compliance audit. The Subrecipient agrees to accept these requirements.

XII. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

XIII. Bidding Requirements

The Subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R. § 200, Subpart D, as applicable, applicable provisions of the Code of Alabama 1975, and applicable municipal ordinances, rules, or regulations. Failure to follow the Federal, State, and local required bidding procedures will result in purchases being ineligible for reimbursement with federal funds.

XIV. Budget Worksheet

The Subrecipient will submit a BW to ALEA via the online grants management system, AGATE. The Subrecipient must receive ALEA's written approval of the BW prior to obligating funds, making commitments, or purchasing any of the requested items. The Subrecipient's BW will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises) and a valid estimate of the actual quantities and costs for the items. The BW may only list items allowed in accordance with the FEMA/DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the FEMA AEL. Additionally, a revised BW must be submitted for any addition or deletion of items from the original. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BW is required to be submitted to ALEA for written approval.

XV. Civil Rights Act of 1964 – Title VI

All Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Recipients should take reasonable steps to provide meaningful access to persons with limited English proficiency

(LEP) to their programs and services. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

XVI. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- *i.e.*, the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

XVII. Closed-Captioning of Public Service Announcements

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

XVIII. Compliance Agreement

The Subrecipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

XIX. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped)

All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in

any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all its subrecipients, contractors, subcontractors, assignees, or successors.

XX. Construction and Renovation

The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Subrecipient must provide ALEA, the SAA, appropriate documentation required by HSGP guidance (for submission to FEMA) prior to any draw down of funds. Subrecipient must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation (EHP) Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding.

XXI. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

XXII. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Exec. Orders Nos. 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XXIII. Debarment Certification

With the signing of the cooperative agreement, the Subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Subrecipient agrees to be registered and active without any exclusions within the federal database, the System for Award Management (SAM), as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

XXIV. De-obligation of Funds

All expenditures of award funds must be completed, and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic de-obligation of the remaining award funds by ALEA.

XXV. DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- (a) Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- (b) Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- (c) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- (d) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- (e) Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of

Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

XXVI. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

XXVII. Drug-Free Workplace Certification

This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-

wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106). The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

XXVIII. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XXIX. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

XXX. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XXXI. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

XXXII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XXXIII. Exercises

All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State Threat Hazard Identification and Risk Assessment

(THIRA), and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After-Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

XXXIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XXXV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XXXVI. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order No. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XXXVII. Financial Responsibility

The financial responsibility of the Subrecipient must be such that the Subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

- (a) Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
- (b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- (c) The accounting system should provide accurate and current financial reporting information;
- (d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

XXXVIII. Fiscal Regulations

The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

XXXIX. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XL. Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The

capability gap reduction must be addressed in the Project Description of the BSIR for each project.

XLII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

XLIII. Individual Consultants

Billings/Invoices for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and the total cost of services performed. Individual consultant costs must be within the prevailing rates.

XLIV. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors are subject to prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for FY 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute—as it applies to DHS recipients, subrecipients, and their contractors and subcontractors—prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XLV. Leasing of Space

Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in the Approved Budget Worksheets. Specific provisions are provided below:

- (a) Equipment Storage: Rental or leasing of space for newly acquired, allowable equipment items is permitted. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

- (b) Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is permitted. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

XLV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XLVI. National Environmental Policy Act (NEPA)

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XLVII. National Incident Management System (NIMS)

The SAA meet the NIMS compliance requirements in order to receive Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive Homeland Security Grant Program funding.

- (a) The Subrecipient of Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and

agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

- (b) If any Subrecipient allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

XLVIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XLIX. Non-Supplanting Agreement

The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate that a reduction in nonfederal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

L. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

LI. Overtime and Backfill

Subrecipient must read and comply with the funding restrictions provided in Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized with the exception of Operation Stonegarden, and all requests for overtime must be coordinated in advance and approved by ALEA.

LII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

LIII. Performance

ALEA may terminate funding or discontinue fund payments upon finding a substantial failure to comply with the laws or regulations governing these funds, including award conditions or other obligations established by ALEA. In the event the Subrecipient has received an award from ALEA but fails to perform the requirements described herein, the full amount of the award made shall be reimbursed to ALEA; however, if the requirements described herein are partially performed, then a proportional reimbursement shall be made to ALEA.

LIV. Personnel and Travel Costs

The Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS) Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Subrecipient must comply with the provisions in this guide. This guide is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation and, at no time, may the travel and

lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

LV. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

LVI. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

LVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition.

LVIII. Project Implementation

If a project is not operational within 90 days of the original starting date the Subrecipient must state in the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date or operational date.

LIX. Property Management Requirements

Effective control and accountability must be maintained for all award-purchased property. The Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Subrecipient will ensure proper use, maintenance, protection, and preservation of such property.

- (a) All equipment acquired under a federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Recipient.
- (b) The federal procedures for managing equipment will be the responsibility of the Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
 - i Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - ii A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.

- iii A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - iv Adequate maintenance procedures must be developed to keep the property in good condition.
 - v If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (c) Disposition: In accordance with 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- (d) Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations.* The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance, and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- (e) Equipment Marking: The Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

LX. Recording and Documentation of Receipts and Expenditures

The Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such source funds, and unexpended balances by source. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the FEMA Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award funds, real property, and other assets. Accounting records must be supported by source documentation such as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

LXI. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

LXII. Reporting Requirement

The Subrecipient agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Subrecipient agrees to submit a Final Report thirty days (30) after the grant end date.

LXIII. Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

LXIV. Required Use of American Iron, Steel, Manufactured Products, Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable

chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (a) applying the domestic content procurement preference would be inconsistent with the public interest;
- (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

LXV. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the

SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

LXVI. Suspension or Termination of Funding

ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Subrecipient or Equipment Recipient for any of the following reasons:

- (a) Failure to comply substantially with the requirements or statutory objectives of the 2 C.F.R. 200, Subpart F, or other provisions of Federal Law.
- (b) Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.
- (c) Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
- (d) Failure to submit reports on a semi-annual basis and as otherwise required.
- (e) Filing a false certification, other report, or document.
- (f) Other good cause shown.

LXVII. Terms of Grant Period

Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Obligations of funds dated after the expiration of the grant period are not eligible for reimbursement.

LXVIII. Terrorist Financing

Recipients must comply with Exec. Order No. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

LXIX. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the governmentwide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of

2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

LXX. Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

LXXI. USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

LXXII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

LXXIII. Utilization of Minority Businesses

Subrecipients and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

LXXIV. Utilization and Payment of Funds

Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the Approved Budget Detail Worksheet in order to be eligible for reimbursement. Claims for reimbursement must be submitted no more frequently than once a month and no less than

once a quarter. Claims failing to meet the requirements listed in this subsection are subject to nonpayment.

LXXV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

LXXVI. Written Approval of Changes

Any change to this award must be mutually agreed upon and approved in writing by ALEA, prior to implementation or obligation, and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

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 **Bennett's Care, LLC**, to operate a **shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **July 30, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Bennett's Care, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DeVondra S. Carlisle, individually or on behalf of Bennett's Care, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

DeVondra S. Carlisle

Mobile Business Address:

Telephone:

Trade Name (d/b/a):

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate:

SSN: 2

Mobile Business Address:

Address
code

City State Zip

Telephone Number

Driver's License #:

Residing in Mobile County: Years: 28

Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

DeVondra Carlisle	Owner		
-------------------	-------	--	--

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

N/A				
-----	--	--	--	--

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: N/A

What will be your days and hours of operation? 7am - 6pm

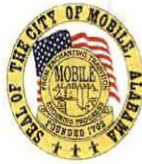
How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Cadillac</u>	Year: <u>2012</u>	Model: <u>SRX</u>
Make: <u>Toyota</u>	Year: <u>2011</u>	Model: <u>Camry</u>
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

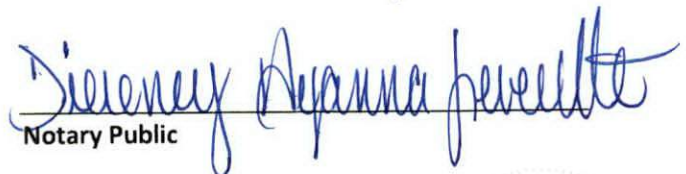
NAME OF ENTITY:

Bennett's Care, LLC

By: DeVondra Carlisle
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

9 DAY OF July, 2021


Notary Public

My Commission Expires:
March 30, 2027





(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: DeVondra S. Carlisle

Nickname(s) or Maiden Name: Von

Current Address: _____

Previous Address: 2900

Personal Description:

Height: 4'11

Weight: 145

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.

DeVondra S. Carlisle
Signature

July 9, 2024
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: DeVondra S. Carlisle

Date of Birth: _____ Security #: _____

Present Address: 5

Home Phone Number: _____ Work Phone Number: N/A

Attach a copy of your current driver's license to this sheet

Present Employer and Address: None

Present Position/Title: N/A

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
<u>None</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

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.

DeVondra Carlisle
Signature

July 9, 2024
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CARLISLE, DEVONDRA SHUNDRE

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 55

Weight: 140

Eyes: BROWN

Height: 4'11"

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:
A RECORD

CHECKED BY: P. W.
DATE: 5-24-24

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : CARLISLE

First_Name : DEVONDRA

Arrestee DOB : 11/27/1968

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>200020492702</u>	2000204927	3/17/2000	CARLISLE, DEVONDRA S	11/27/1968	UNKNOWN LOCATION UNKNOWN,	BRADLEY, N W	CONV	MOBILE,	HARASSMENT
<u>206080121301</u>	2060801213	8/14/2006	CARLISLE, DEVONDRA SHUNDRE	11/27/1968	UNKNOWN LOCATION UNKNOWN,	CAZALAS, PAMELA	CONV	METRO JAIL MOBILE,	HARASSMENT

2 Records Selected

05/24/2024 10:07

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD

CHECKED BY: R. W.
DATE: 5-24-24

1 of 1



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Accept Wynngate Way streets being named for city maintenance.

Amount of Contract:

\$0.00

Funding Source

ATTACHMENTS:

1. Wynngate Way Resolution

REVIEWERS:

Jessica White

Nicholas Amberger

Chris Kern

James Barber

RESOLUTION

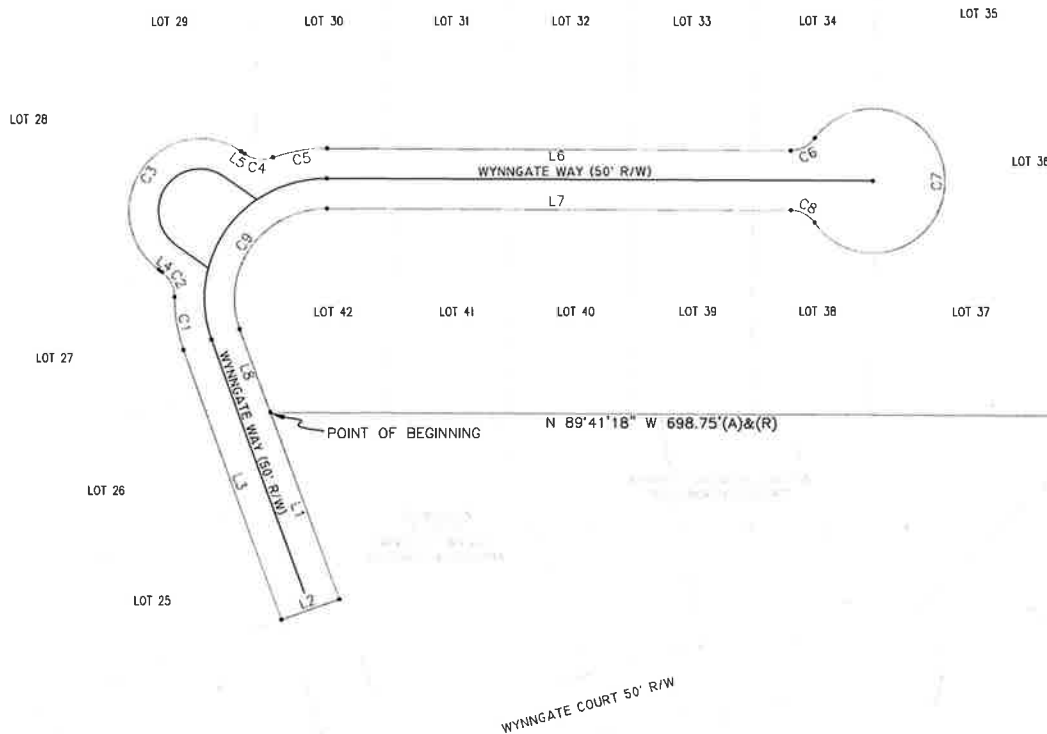
Sponsored by: Mayor William S. Stimpson

WHEREAS Wynnfield Development, LLC, as developer of Addition to Wynnfield Subdivision, Unit 5, has requested acceptance by the City of Mobile of the streets in Addition to Wynnfield Subdivision, Unit 5, said streets being named **“Wynngate Way”**, as public streets within the boundaries of the City of Mobile;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the streets **“Wynngate Way”** of Addition to Wynnfield Subdivision, Unit 5 (the legal description of which is shown on the attached Addition to Wynnfield Subdivision, Unit 5 RIGHT OF WAY Sketch Map), together with the drainage structures in, and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are a part of or are located in the streets (curbs and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located on the right of way.

Adopted:

City Clerk



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	125.00'(A)	44.86'(A)	N 09°34'18" W	44.62'(A)
C2	25.00'(A)	24.21'(A)	N 27°01'49" W	23.27'(A)
C3	60.00'(A)	188.50'(A)	N 35°13'44" E	126.00'(A)
C4	25.00'(A)	24.21'(A)	S 82°30'44" E	23.27'(A)
C5	125.00'(A)	44.86'(A)	N 80°01'45" E	44.62'(A)
C6	25.00'(A)	23.55'(A)	N 63°19'39" E	22.69'(A)
C7	60.00'(A)	301.53'(A)	S 00°18'42" W	70.59'(A)
C8	25.00'(A)	23.55'(A)	N 62°42'16" W	22.69'(A)
C9	75.00'(A)	144.21'(A)	S 35°13'44" W	123.00'(A)

LINE	BEARING	DISTANCE
L1	S 19°51'14" E	165.40'(A)
L2	S 70°08'46" W	50.00'(A)
L3	N 19°51'14" W	239.06'(A)
L4	N 54°46'16" W	3.29'(A)
L5	S 54°46'16" E	3.29'(A)
L6	S 89°41'18" E	383.95'(A)
L7	N 89°41'18" W	383.95'(A)
L8	S 19°51'14" E	73.66'(A)

THIS IS NOT A BOUNDARY SURVEY.

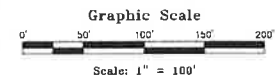
RIGHT-OF-WAY DESCRIPTION:

COMMENCING AT A POINT BEING USED AS THE NORTHWEST CORNER OF LOT 1, WYNNFIELD, UNIT THREE, RESUBDIVISION OF LOTS 62 AND 63, AS PER PLAT RECORDED IN MAP BOOK 101, PAGE 84 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°40'29" WEST 201.72 FEET TO A POINT; THENCE RUN NORTH 00°00'16" EAST 497.38 FEET TO A POINT; THENCE RUN NORTH 89°41'18" WEST 698.75 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 19°51'14" EAST 165.40 FEET TO A POINT; THENCE RUN SOUTH 70°08'46" WEST 50.00 FEET TO A POINT; THENCE RUN NORTH 19°51'14" WEST 239.06 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 44.86 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 09°34'18" WEST, A CHORD LENGTH OF 44.62 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 12.74 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 13°53'07" WEST, A CHORD LENGTH OF 12.60 FEET TO A POINT; THENCE RUN NORTH 44°34'03" WEST 14.60 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 169.81 FEET, A RADIUS OF 60.96 FEET, A CHORD BEARING OF NORTH 35°13'44" EAST, A CHORD LENGTH OF 120.00 FEET, TO A POINT; THENCE RUN SOUTH 54°46'16" EAST 3.29 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 24.21 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 82°30'44" EAST, A CHORD LENGTH OF 23.27 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 44.86 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 80°01'45" EAST, A CHORD LENGTH OF 44.62 FEET TO A POINT; THENCE RUN SOUTH 89°41'18" EAST 383.95 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 63°19'39" EAST, A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 301.53 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 00°18'42" WEST, A CHORD LENGTH OF 70.59 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 23.55 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 62°42'16" WEST, A CHORD LENGTH OF 22.69 FEET TO A POINT; THENCE RUN NORTH 89°41'18" WEST 383.95 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 144.21 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 35°13'44" WEST, A CHORD LENGTH OF 123.00 FEET TO A POINT; THENCE RUN SOUTH 19°51'14" EAST 73.66 FEET TO THE POINT OF BEGINNING, CONTAINING 1.33 ACRES, MORE OR LESS, ALL BEING LOCATED ENTIRELY IN SECTION 7, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA.

N00°00'16"E 497.38' (A&R)

N89°40'29"W 201.72' (A&R)

POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 1
WYNNFIELD, UNIT THREE
RESUBDIVISION OF LOTS 62 AND 63
MAP BOOK 101, PAGE 84
MOBILE COUNTY, ALABAMA



OWNER:
WYNNFIELD DEVELOPMENT LLC

DATE: 07/23/2024
SHEET 1 OF 1

**SKETCH MAP FOR DESCRIPTION OF RIGHT-OF-WAY
FOR ADDITION TO WYNNFIELD SUBDIVISION, UNIT 5
MOBILE COUNTY, ALABAMA
SECTION-7, TOWNSHIP-5-SOUTH, RANGE-2-EAST**



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Ricardo Woods

Sponsored by:

William 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 Steven Mason

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Mason

REVIEWERS:

Rebecca Barfield

Chris Kern

Chris Kern

James Barber

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 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 Steven Mason, 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\D012\P006\00129015.doc



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: July 30, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Aquanda Thompson

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Thompson

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Aquanda Thompson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D018\P006\00129148.doc